**AI-39409** **1.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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: 06/24/2013 04:45 PM

Final Approval Date: 06/24/2013

## Approval of Check Register as Summarized Below

**June 25th, 2013**

| Bank Account | Fund | Start Ck # | End Ck # | | Amount |
|---|---|---|---|---|---|
| 01 | General Fund | 381927 | 382401 | | 1,875,080.56 |
| 02 | Special Revenue | 385488 | 385749 | | 596,156.15 |
| 03 | Debt Service | 2175 | 2175 | | 550.00 |
| 04 | Capital Projects | 15027 | 15032 | | 148,094.01 |
| 05 | Trust & Agency | 22879 | 22879 | | 1,154,827.00 |
| 07 | Proprietary | 5776 | 5776 | | 281.06 |
| 15 | Urban Special | 28378 | 28404 | | 241,003.10 |
| | | | Total checks | | **4,015,991.88** |
| **Ach Withdrawals for:** | | | | | |
| Trust & Agency Funds | | | ITEMS: | 2 | 8,033.07 |
| | | | Total withdrawals: | | 8,033.07 |
| | | | Total electronic payments: | | 8,033.07 |
| | | | **Grand Total:** | | **4,024,024.95** |

**ACH Withdrawals**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 06/20/13 | Esimpkins | 457 Reg. P/R PP12 | Trust & Agency Fund | 8,008.07 |
| 06/20/13 | Esimpkins | 457 Elected Officials PP11 | Trust & Agency Fund | 25.00 |
| | | | **Total Trust & Agency** | 8,033.07 |
| | | | **Total ACH Withdrawal** | 8,033.07 |
| | | | **Grand Total** | 8,033.07 |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00381927 | 750.00 | 06/25/13 | 404136 AGUILAR, CESAR OMAR | C |
| 01 | 00381928 | 650.00 | 06/25/13 | 368954 LAW OFFICE OF DIANA FUENTES AGUILAR | C |
| 01 | 00381929 | 200.00 | 06/25/13 | 319317 AHLMAN, LUCAS E | C |
| 01 | 00381930 | 6,627.50 | 06/25/13 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00381931 | 250.00 | 06/25/13 | 329134 BARBOSA, ALBERTO | C |
| 01 | 00381932 | 900.00 | 06/25/13 | 91456 LAW OFFICE OF MAURO BARREIRO | C |
| 01 | 00381933 | 700.00 | 06/25/13 | 371262 BARRERA, JOSE OSCAR JR. | C |
| 01 | 00381934 | 865.00 | 06/25/13 | 319104 CHRISTOPHER RYAN BRASURE | C |
| 01 | 00381935 | 1,290.00 | 06/25/13 | 297895 CANCHE, RUDY JR. | C |
| 01 | 00381936 | 635.00 | 06/25/13 | 367028 CANTU-DELBOSQUE & ASSOCIATES, P.C. | C |
| 01 | 00381937 | 1,400.00 | 06/25/13 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00381938 | 1,325.00 | 06/25/13 | 315532 CARLOS E. ORTEGON, P.C. | C |
| 01 | 00381939 | 1,250.00 | 06/25/13 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00381940 | 1,390.00 | 06/25/13 | 319848 COLEGIO, ROBERTO | C |
| 01 | 00381941 | 1,450.00 | 06/25/13 | 299375 LAURA MARTINEZ COLUNGA | C |
| 01 | 00381942 | 500.00 | 06/25/13 | 396575 CRUZ, AUDRA | C |
| 01 | 00381943 | 1,960.00 | 06/25/13 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00381944 | 1,375.00 | 06/25/13 | 208809 ESQUIVEL, ROEL | C |
| 01 | 00381945 | 200.00 | 06/25/13 | 333034 FLORES, ABIEL | C |
| 01 | 00381946 | 1,472.50 | 06/25/13 | 249378 OSCAR RENE FLORES, P.C. | C |
| 01 | 00381947 | 217.50 | 06/25/13 | 365041 RENE A FLORES | C |
| 01 | 00381948 | 1,210.00 | 06/25/13 | 362964 SYLVIA VEGA FLORES | C |
| 01 | 00381949 | 900.00 | 06/25/13 | 294772 GALVAN, MONICA M. | C |
| 01 | 00381950 | 1,710.00 | 06/25/13 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00381951 | 4,850.00 | 06/25/13 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00381952 | 700.00 | 06/25/13 | 348805 GARZA & PENA, PLLC | C |
| 01 | 00381953 | 3,980.00 | 06/25/13 | 406864 GARZA GARCIA, PLLC | C |
| 01 | 00381954 | 1,905.00 | 06/25/13 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00381955 | 3,865.00 | 06/25/13 | 159298 GARZA, ROGELIO | C |
| 01 | 00381956 | 1,362.50 | 06/25/13 | 252743 GARZA, ROLANDO | C |
| 01 | 00381957 | 3,805.00 | 06/25/13 | 19062 GOMEZ, JOSE ANTONIO | C |
| 01 | 00381958 | 975.00 | 06/25/13 | 181188 GONZALES, FRANCISCO E. JR. | C |
| 01 | 00381959 | 602.50 | 06/25/13 | 8311 GORENA, DAVID R. | C |
| 01 | 00381960 | 1,170.00 | 06/25/13 | 282634 LAW OFFICE OF RAUL A. GUAJARDO, P.L.L.C | C |
| 01 | 00381961 | 475.00 | 06/25/13 | 385158 GUERRA, ARMANDO M. | C |
| 01 | 00381962 | 870.00 | 06/25/13 | 400785 GUERRA, JUAN FRANCISCO | C |
| 01 | 00381963 | 1,335.00 | 06/25/13 | 350095 HERNANDEZ, AGUSTIN JR | C |
| 01 | 00381964 | 3,825.00 | 06/25/13 | 274046 LAW OFFICE OF ANNETTE C. HINOJOSA, P.C. | C |
| 01 | 00381965 | 3,760.00 | 06/25/13 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00381966 | 200.00 | 06/25/13 | 404217 JARVIS, JASON C. | C |
| 01 | 00381967 | 3,045.00 | 06/25/13 | 390232 LAW OFFICE OF CARLOS R. GALVAN | C |
| 01 | 00381968 | 517.50 | 06/25/13 | 123307 LAW OFFICE OF ELBA ROCHA, PLLC | C |
| 01 | 00381969 | 390.00 | 06/25/13 | 301752 LAW OFFICE OF ELOY R. GARCIA, JR. | C |
| 01 | 00381970 | 2,650.00 | 06/25/13 | 92096 SEPULVEDA, ELOY | C |
| 01 | 00381971 | 405.00 | 06/25/13 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00381972 | 1,370.00 | 06/25/13 | 370991 LONGORIA, OSCAR LEE JR. | C |
| 01 | 00381973 | 200.00 | 06/25/13 | 371122 LOPEZ, NEREIDA | C |
| 01 | 00381974 | 3,250.00 | 06/25/13 | 353582 LOPEZ, TEODULO L. JR. | C |
| 01 | 00381975 | 660.00 | 06/25/13 | 157627 LAW FIRM OF RONALDO S. LOZANO | C |
| 01 | 00381976 | 200.00 | 06/25/13 | 307742 MARTINEZ, ARMANDO P. | C |
| 01 | 00381977 | 320.00 | 06/25/13 | 399710 MARTINEZ & MARTINEZ, PLLC | C |
| 01 | 00381978 | 1,400.00 | 06/25/13 | 305278 MARTINEZ, SANDRA L. | C |
| 01 | 00381979 | 570.00 | 06/25/13 | 368903 MICHAEL D. TUTTLE, PLLC | C |
| 01 | 00381980 | 1,202.50 | 06/25/13 | 159336 LAW OFFICE OF VERONICA MONCIVAIS | C |
| 01 | 00381981 | 9,857.50 | 06/25/13 | 251127 LAW OFFICE OF MELISSA RIOS MONTES | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00381982 | 1,335.00 | 06/25/13 | 265543 LAW OFFICE OF DANIEL MORA, III | C |
| 01 | 00381983 | 2,960.00 | 06/25/13 | 370576 MORALES, JENNIFER ANN | C |
| 01 | 00381984 | 800.00 | 06/25/13 | 223441 LAW OFFICE OF OSVALDO J. MORALES, III | C |
| 01 | 00381985 | 8,145.00 | 06/25/13 | 226297 MORALES-MARTINEZ, NEREYDA | C |
| 01 | 00381986 | 650.00 | 06/25/13 | 245364 NITSCH, PATRICK A. | C |
| 01 | 00381987 | 947.50 | 06/25/13 | 296201 PALACIOS & ASSOCIATES, P.C. | C |
| 01 | 00381988 | 2,967.50 | 06/25/13 | 332232 PALACIOS & LOVE, ATTORNEYS AT LAW | C |
| 01 | 00381989 | 250.00 | 06/25/13 | 403377 PATINO & ASSOCIATES PLLC | C |
| 01 | 00381990 | 1,272.50 | 06/25/13 | 402320 PENA LAW GROUP, PLLC | C |
| 01 | 00381991 | 1,300.00 | 06/25/13 | 325805 LAW OFFICE OF ROBERTO D. PUENTE | C |
| 01 | 00381992 | 172.50 | 06/25/13 | 209783 RAMIREZ, CARMEN B. | C |
| 01 | 00381993 | 210.00 | 06/25/13 | 291749 RAMIREZ, JOSE ALBINO | C |
| 01 | 00381994 | 2,370.00 | 06/25/13 | 159328 RAMIREZ, LUIS R. | C |
| 01 | 00381995 | 395.00 | 06/25/13 | 95982 RAMIREZ, MARIO | C |
| 01 | 00381996 | 250.00 | 06/25/13 | 407399 REGALADO, LUCY | C |
| 01 | 00381997 | 2,395.00 | 06/25/13 | 182273 REYES, DANIEL R. | C |
| 01 | 00381998 | 2,982.50 | 06/25/13 | 360279 THE LAW OFFICE OF SAMUEL REYES | C |
| 01 | 00381999 | 3,925.00 | 06/25/13 | 98655 RICHARD GARZA, ATTORNEY AT LAW | C |
| 01 | 00382000 | 670.00 | 06/25/13 | 334189 LAW OFFICE OF KELLY M RIVERA | C |
| 01 | 00382001 | 1,121.64 | 06/25/13 | 255599 RODRIGUEZ, BERTHA ISABEL | C |
| 01 | 00382002 | 2,182.50 | 06/25/13 | 10871 RODRIGUEZ, EMILIO JR. | C |
| 01 | 00382003 | 1,625.00 | 06/25/13 | 248614 SAENZ, DAVID | C |
| 01 | 00382004 | 450.00 | 06/25/13 | 258776 MICHAEL R. SALINAS, ATTORNEY AT LAW | C |
| 01 | 00382005 | 985.00 | 06/25/13 | 317063 ROBERT J. SALINAS | C |
| 01 | 00382006 | 2,260.00 | 06/25/13 | 205079 SANCHEZ, SAN JUANITA | C |
| 01 | 00382007 | 480.00 | 06/25/13 | 311553 THE SANCHEZ LAW FIRM | C |
| 01 | 00382008 | 652.50 | 06/25/13 | 408247 SCHUETTE, ABIGAIL R. | C |
| 01 | 00382009 | 1,700.00 | 06/25/13 | 400335 SOLIS, ROGELIO | C |
| 01 | 00382010 | 5,375.00 | 06/25/13 | 349844 THE MANGI LAW OFFICE, P.C. | C |
| 01 | 00382011 | 8,962.50 | 06/25/13 | 368067 TIJERINA LAW FIRM PC | C |
| 01 | 00382012 | 2,150.00 | 06/25/13 | 320102 LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00382013 | 1,470.00 | 06/25/13 | 222518 LAW OFFICE OF GREGORIO TREVINO | C |
| 01 | 00382014 | 1,500.00 | 06/25/13 | 320196 VALDEZ, ROOSEVELT ROY | C |
| 01 | 00382015 | 270.00 | 06/25/13 | 251186 THE VASQUEZ LAW FIRM, PC | C |
| 01 | 00382016 | 1,700.00 | 06/25/13 | 204927 VASQUEZ, LIBRADO KENO | C |
| 01 | 00382017 | 469.00 | 06/25/13 | 51764 VILLARREAL, E.A., JR. | C |
| 01 | 00382018 | 1,857.50 | 06/25/13 | 372722 LAW OFFICE OF THOMAS G. WAYLAND | C |
| 01 | 00382019 | 1,590.00 | 06/25/13 | 295973 LAW OFFICE OF LENNARD K WHITTAKER | C |
| 01 | 00382020 | 1,350.00 | 06/25/13 | 345121 WILLIAMSON LAW FIRM | C |
| 01 | 00382021 | 675.00 | 06/25/13 | 326585 WISE, MIGUEL D. | C |
| 01 | 00382022 | 90.00 | 06/25/13 | 408719 ACOSTA, JUAN | C |
| 01 | 00382023 | 200.00 | 06/25/13 | 233498 AUDITWARE DEVELOPMENT COMPANY, INC | C |
| 01 | 00382024 | 90.00 | 06/25/13 | 391093 BOCANEGRA, ARTURO | C |
| 01 | 00382025 | 55.91 | 06/25/13 | 295566 BRAVO, AIDA | C |
| 01 | 00382026 | 57.59 | 06/25/13 | 302813 CARRASCO, ROEL | C |
| 01 | 00382027 | 12,044.57 | 06/25/13 | 343277 CITIBANK | C |
| 01 | 00382028 | 1,643.60 | 06/25/13 | 343277 CITIBANK | C |
| 01 | 00382029 | 55.01 | 06/25/13 | 379719 CORTINAS, GUADALUPE | C |
| 01 | 00382030 | 184.53 | 06/25/13 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00382031 | 1,398.82 | 06/25/13 | 316288 EUFRACIO, RAYMUNDO | C |
| 01 | 00382032 | 18.00 | 06/25/13 | 213357 GARCIA, ADRIANA | C |
| 01 | 00382033 | 8.12 | 06/25/13 | 311561 GARZA, JOSE J. | C |
| 01 | 00382034 | 10.59 | 06/25/13 | 222186 GOMEZ, ADAN | C |
| 01 | 00382035 | 51.88 | 06/25/13 | 293016 GONZALEZ, LEONOR | C |
| 01 | 00382036 | 18.00 | 06/25/13 | 376086 GUERRA, SABRINA | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00382037 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 01 | 00382038 | 270.00 | 06/25/13 | 259071 JOHNSON, KATHY | C |
| 01 | 00382039 | 92.31 | 06/25/13 | 375144 LUERA, ROBERT | C |
| 01 | 00382040 | 6.96 | 06/25/13 | 406830 MARTINEZ, ROSALINDA | C |
| 01 | 00382041 | 90.00 | 06/25/13 | 379891 MONTOYA, MYRA | C |
| 01 | 00382042 | 3.02 | 06/25/13 | 410314 MUNOZ, MERLEN P. | C |
| 01 | 00382043 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |
| 01 | 00382044 | 90.00 | 06/25/13 | 339016 OCHOA, EVERARDO | C |
| 01 | 00382045 | 90.00 | 06/25/13 | 94005 OZUNA, RICHARD | C |
| 01 | 00382046 | 15.07 | 06/25/13 | 374229 PEREZ, MARK | C |
| 01 | 00382047 | 234.00 | 06/25/13 | 387738 RAMOS, HILDA | C |
| 01 | 00382048 | 18.00 | 06/25/13 | 400106 RANGEL, MAYRA | C |
| 01 | 00382049 | 404.00 | 06/25/13 | 387762 RENTERIA, BRENDA | C |
| 01 | 00382050 | 108.00 | 06/25/13 | 323411 RIVERA, JOEL | C |
| 01 | 00382051 | 410.37 | 06/25/13 | 407453 RIVERA-MARTIN, ANGELIZ FRANCINE | C |
| 01 | 00382052 | 455.53 | 06/25/13 | 184381 SALAZAR, JESSIE | C |
| 01 | 00382053 | 90.00 | 06/25/13 | 177237 SALAZAR, MARTHA L. | C |
| 01 | 00382054 | 466.00 | 06/25/13 | 269735 SESIN, RAUL E., P.E. | C |
| 01 | 00382055 | 90.00 | 06/25/13 | 316466 TAPIA, JUAN | C |
| 01 | 00382056 | 325.00 | 06/25/13 | 217581 TEXAS COURT REPORTERS ASSOCIATION | C |
| 01 | 00382057 | 100.00 | 06/25/13 | 397725 TEXAS JUVENILE JUSTICE DEPARTMENT | C |
| 01 | 00382058 | 851.20 | 06/25/13 | 300446 THE WESTIN LA CANTERA RESORT | C |
| 01 | 00382059 | 531.60 | 06/25/13 | 300446 THE WESTIN LA CANTERA RESORT | C |
| 01 | 00382060 | 638.40 | 06/25/13 | 300446 THE WESTIN LA CANTERA RESORT | C |
| 01 | 00382061 | 20.19 | 06/25/13 | 242209 TORRES, LEONEL | C |
| 01 | 00382062 | 715.00 | 06/25/13 | 390798 TOWN & COUNTRY HOTEL, LLC | C |
| 01 | 00382063 | 715.00 | 06/25/13 | 390798 TOWN & COUNTRY HOTEL, LLC | C |
| 01 | 00382064 | 12.59 | 06/25/13 | 403261 TREVINO, ERIK | C |
| 01 | 00382065 | 12.49 | 06/25/13 | 403105 VARGAS, JAVIER | C |
| 01 | 00382066 | 935.67 | 06/25/13 | 284718 VILLARREAL, ROBERTO J. | C |
| 01 | 00382067 | 5.00 | 06/25/13 | 363588 AGUA SPECIAL UTILITY DISTRICT | C |
| 01 | 00382068 | 5.00 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 01 | 00382069 | 5.00 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 01 | 00382070 | 5.00 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 01 | 00382071 | 91.66 | 06/25/13 | 210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S | C |
| 01 | 00382072 | 25.00 | 06/25/13 | 294004 SANOFI PASTEUR, INC | C |
| 01 | 00382073 | 59.22 | 06/25/13 | 319449 STAPLES ADVANTAGE | C |
| 01 | 00382074 | 4,303.76 | 06/25/13 | 237299 TDCJ-CASHIER'S OFFICE | C |
| 01 | 00382075 | 12,363.76 | 06/25/13 | 388459 PRODIGY CONSTRUCTION MANAGEMENT, LLC | C |
| 01 | 00382076 | 759.75 | 06/25/13 | 397970 4M GRANBURY YOUTH SERVICES, INC. | C |
| 01 | 00382077 | 33,040.00 | 06/25/13 | 397970 4M GRANBURY YOUTH SERVICES, INC. | C |
| 01 | 00382078 | 25,606.00 | 06/25/13 | 315761 4M YOUTH SERVICES INC | C |
| 01 | 00382079 | 1,458.94 | 06/25/13 | 315761 4M YOUTH SERVICES INC | C |
| 01 | 00382080 | 563.43 | 06/25/13 | 363588 AGUA SPECIAL UTILITY DISTRICT | C |
| 01 | 00382081 | 967.60 | 06/25/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00382082 | 13,217.72 | 06/25/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00382083 | 863.07 | 06/25/13 | 225789 AKZO NOBEL COATINGS INC. | C |
| 01 | 00382084 | 21,331.71 | 06/25/13 | 403709 AL3 ENTERPRISES, LLC | C |
| 01 | 00382085 | 485.43 | 06/25/13 | 1864 AMIGO POWER EQUIPMENT | C |
| 01 | 00382086 | 4.75 | 06/25/13 | 411558 ANCISO, JUAN | C |
| 01 | 00382087 | 5,315.00 | 06/25/13 | 389447 ANDY TAYLOR & ASSOCIATES, P.C. | C |
| 01 | 00382088 | 77.25 | 06/25/13 | 199362 ANRIGE, INC. | C |
| 01 | 00382089 | 217.00 | 06/25/13 | 411531 AQUILES, INC. | C |
| 01 | 00382090 | 43,388.01 | 06/25/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 01 | 00382091 | 387.48 | 06/25/13 | 310212 ARROWHEAD SCIENTIFIC, INC. | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 01 | 00382092 | 68.62 | 06/25/13 | 151521 | AT&T TELECONFERENCE SERVICES | C |
| 01 | 00382093 | 214.11 | 06/25/13 | 278378 | AT&T LONG DISTANCE | C |
| 01 | 00382094 | 280.32 | 06/25/13 | 278378 | AT&T LONG DISTANCE | C |
| 01 | 00382095 | 227.06 | 06/25/13 | 278378 | AT&T LONG DISTANCE | C |
| 01 | 00382096 | 44.40 | 06/25/13 | 366501 | AT&T MOBILITY | C |
| 01 | 00382097 | 24,897.54 | 06/25/13 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00382098 | 4,290.00 | 06/25/13 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00382099 | 19,700.00 | 06/25/13 | 342009 | AUTOPSY SVCS & EXPERT TESTIMONY, PLLC | C |
| 01 | 00382100 | 2,878.34 | 06/25/13 | 337412 | AUTOZONE | C |
| 01 | 00382101 | 70.00 | 06/25/13 | 412082 | BALL, JOHNATHAN T. | C |
| 01 | 00382102 | 100.00 | 06/25/13 | 411914 | BARRIOS, DIANA | C |
| 01 | 00382103 | 27.00 | 06/25/13 | 412180 | BARRY & STEWART, PLLC | C |
| 01 | 00382104 | 9.90 | 06/25/13 | 411787 | BAUTISTA, BLANCA O. | C |
| 01 | 00382105 | 50.00 | 06/25/13 | 411825 | BECERRA, JORGE EUGENIO | C |
| 01 | 00382106 | 38.00 | 06/25/13 | 412147 | BELTRAN, JUAN DIEGO M. | C |
| 01 | 00382107 | 5,698.12 | 06/25/13 | 197076 | BEN E. KEITH FOODS CO. | C |
| 01 | 00382108 | 7,474.09 | 06/25/13 | 264423 | B.C. FOOD GROUP, LLC | C |
| 01 | 00382109 | 215.64 | 06/25/13 | 3816 | BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 01 | 00382110 | 480.00 | 06/25/13 | 385778 | BIO-OPS, LLC. | C |
| 01 | 00382111 | 50.00 | 06/25/13 | 411680 | BLACKWOOD, JANELLE M. | C |
| 01 | 00382112 | 518.10 | 06/25/13 | 90476 | BOB BARKER COMPANY, INC | C |
| 01 | 00382113 | 5,139.79 | 06/25/13 | 402559 | BORDEN DAIRY COMPANY | C |
| 01 | 00382114 | 408.50 | 06/25/13 | 85413 | BORDER ANIMAL HOSPITAL, P.C. | C |
| 01 | 00382115 | 545.92 | 06/25/13 | 357898 | BORDER STATES ELECTRIC SUPPLY | C |
| 01 | 00382116 | 277.25 | 06/25/13 | 4081 | BORDERLAND HARDWARE OF MERCEDES, INC. | C |
| 01 | 00382117 | 49.72 | 06/25/13 | 409901 | BORJAS, RICARDO A. | C |
| 01 | 00382118 | 146,160.00 | 06/25/13 | 262501 | BROOKS COUNTY DETENTION CENTER | C |
| 01 | 00382119 | 50.94 | 06/25/13 | 4537 | BURTON AUTO SUPPLY, INC | C |
| 01 | 00382120 | 40,000.00 | 06/25/13 | 189324 | BURTON MCCUMBER & CORTEZ, LLP | C |
| 01 | 00382121 | 195.71 | 06/25/13 | 4561 | BUSTER LIND PRODUCE | C |
| 01 | 00382122 | 4.75 | 06/25/13 | 411922 | CALDERON, ANDY | C |
| 01 | 00382123 | .15 | 06/25/13 | 411540 | CANTU, JESUS | C |
| 01 | 00382124 | 53.00 | 06/25/13 | 411892 | CARRANZA, JOSE A. | C |
| 01 | 00382125 | 1,999.62 | 06/25/13 | 261726 | CARRIER SALES AND DISTRIBUTION, LLC | C |
| 01 | 00382126 | 50.00 | 06/25/13 | 411795 | CASTILLO, ROSA M. | C |
| 01 | 00382127 | 2,281.52 | 06/25/13 | 153915 | CDW GOVERNMENT INC. | C |
| 01 | 00382128 | 27.65 | 06/25/13 | 5762 | CENTRAL PLUMBING & ELECTRIC SUPPLY CO. | C |
| 01 | 00382129 | .10 | 06/25/13 | 411850 | CHAPA, DANIEL H. | C |
| 01 | 00382130 | 50.00 | 06/25/13 | 411760 | CHAVEZ, ELEAZAR | C |
| 01 | 00382131 | 50.00 | 06/25/13 | 412287 | CHAVEZ, JUAN | C |
| 01 | 00382132 | 5,414.65 | 06/25/13 | 195332 | CHIEF SUPPLY, INC. | C |
| 01 | 00382133 | 21,675.00 | 06/25/13 | 6459 | CITY OF ALTON FIRE DEPARTMENT | C |
| 01 | 00382134 | 118.04 | 06/25/13 | 229334 | CITY OF DONNA | C |
| 01 | 00382135 | 67,783.86 | 06/25/13 | 6513 | CITY OF EDINBURG | C |
| 01 | 00382136 | 20,812.00 | 06/25/13 | 6513 | CITY OF EDINBURG | C |
| 01 | 00382137 | 14,673.90 | 06/25/13 | 6513 | CITY OF EDINBURG | C |
| 01 | 00382138 | 23,380.74 | 06/25/13 | 10197 | CITY OF EDINBURG | C |
| 01 | 00382139 | 450.74 | 06/25/13 | 10197 | CITY OF EDINBURG | C |
| 01 | 00382140 | 233.28 | 06/25/13 | 10197 | CITY OF EDINBURG | C |
| 01 | 00382141 | 429.02 | 06/25/13 | 10197 | CITY OF EDINBURG | C |
| 01 | 00382142 | 93.31 | 06/25/13 | 6637 | CITY OF MISSION | C |
| 01 | 00382143 | 360.00 | 06/25/13 | 301957 | CITY OF PHARR | C |
| 01 | 00382144 | 176.00 | 06/25/13 | 412058 | CLERK, U.S. COURT | C |
| 01 | 00382145 | 176.00 | 06/25/13 | 412058 | CLERK, U.S. COURT | C |
| 01 | 00382146 | 2,713.80 | 06/25/13 | 403954 | COLORADO BOXED BEEF CO. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00382147 | 618.75 | 06/25/13 | 390267 COPY-RITE DIGITAL PRINT AND DESIGN, LLC | C |
| 01 | 00382148 | .90 | 06/25/13 | 412236 CORDOVA, ISAIAH | C |
| 01 | 00382149 | 3,454.50 | 06/25/13 | 270563 CPL RETAIL ENERGY, LP | C |
| 01 | 00382150 | 1,606.72 | 06/25/13 | 270563 CPL RETAIL ENERGY, LP | C |
| 01 | 00382151 | 231.62 | 06/25/13 | 270563 CPL RETAIL ENERGY, LP | C |
| 01 | 00382152 | 205.63 | 06/25/13 | 270563 CPL RETAIL ENERGY, LP | C |
| 01 | 00382153 | 490.00 | 06/25/13 | 355372 CTC DISTRIBUTING, LTD | C |
| 01 | 00382154 | 59.90 | 06/25/13 | 289701 D & M COFFEE COMPANY, INC | C |
| 01 | 00382155 | 725.00 | 06/25/13 | 250562 DANABY RENTALS, INC. | C |
| 01 | 00382156 | .10 | 06/25/13 | 412252 DE LA LUZ GONZALEZ, MARIA | C |
| 01 | 00382157 | 2.00 | 06/25/13 | 411663 DE LA TORRE, ROXANNE | C |
| 01 | 00382158 | 47.46 | 06/25/13 | 378275 DE LEON, LAILA | C |
| 01 | 00382159 | 4.75 | 06/25/13 | 411981 DIAZ, DONNA | C |
| 01 | 00382160 | 51.99 | 06/25/13 | 228389 DIRECTV | C |
| 01 | 00382161 | 45.99 | 06/25/13 | 228389 DIRECTV | C |
| 01 | 00382162 | 499.50 | 06/25/13 | 212423 DONNA I.S.D. | C |
| 01 | 00382163 | 12.43 | 06/25/13 | 231339 DUQUE, MARY LOU | C |
| 01 | 00382164 | 908.33 | 06/25/13 | 407755 DYNALEC CORPORATION | C |
| 01 | 00382165 | 224.00 | 06/25/13 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00382166 | 25,850.00 | 06/25/13 | 10014 EDINBURG VOL FIRE DEPT | C |
| 01 | 00382167 | 21,879.10 | 06/25/13 | 219541 ELECTION SYSTEMS & SOFTWARE, INC. | C |
| 01 | 00382168 | 198.70 | 06/25/13 | 11096 ENTENMANN - ROVIN CO. | C |
| 01 | 00382169 | 5,843.28 | 06/25/13 | 387436 ESPINOSA LAW FIRM, LLC | C |
| 01 | 00382170 | 306.00 | 06/25/13 | 216526 EVIDENT, INC. | C |
| 01 | 00382171 | 2,713.20 | 06/25/13 | 11827 FARMER BROS CO | C |
| 01 | 00382172 | 47.30 | 06/25/13 | 11908 FEDEX | C |
| 01 | 00382173 | 118.35 | 06/25/13 | 221961 FELIX, SANDRA | C |
| 01 | 00382174 | 1,072.69 | 06/25/13 | 332852 FERGUSON ENTERPRISES, INC #116 | C |
| 01 | 00382175 | 10.00 | 06/25/13 | 412163 FLORES, REYNALDO | C |
| 01 | 00382176 | 567.48 | 06/25/13 | 99775 FLORES, ROMEO M. JUDGE | C |
| 01 | 00382177 | 567.48 | 06/25/13 | 99775 FLORES, ROMEO M. JUDGE | C |
| 01 | 00382178 | 6.22 | 06/25/13 | 403199 FLORES, SANDRA E. | C |
| 01 | 00382179 | 2,064.41 | 06/25/13 | 289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC | C |
| 01 | 00382180 | 286.49 | 06/25/13 | 321826 G & K SERVICE INC. | C |
| 01 | 00382181 | 1,079.43 | 06/25/13 | 321826 G & K SERVICE INC. | C |
| 01 | 00382182 | 20.00 | 06/25/13 | 411523 GARCIA, CARLOS E. CHB | C |
| 01 | 00382183 | 50.00 | 06/25/13 | 411736 GARCIA, CUITAHUAC | C |
| 01 | 00382184 | 27.00 | 06/25/13 | 412074 GARCIA, GERARDO | C |
| 01 | 00382185 | 50.00 | 06/25/13 | 411957 GARCIA, JOSE J. | C |
| 01 | 00382186 | 25.43 | 06/25/13 | 247782 GARCIA, JOSE M. | C |
| 01 | 00382187 | 245.00 | 06/25/13 | 289019 GARCIA, RAMON | C |
| 01 | 00382188 | .75 | 06/25/13 | 411817 GARCIA, SAMUEL REYES | C |
| 01 | 00382189 | 42.94 | 06/25/13 | 376108 GARZA, DIANNA | C |
| 01 | 00382190 | 162.72 | 06/25/13 | 389102 GARZA, HERLINDA | C |
| 01 | 00382191 | 104.52 | 06/25/13 | 223905 GARZA, VICTORIA M. | C |
| 01 | 00382192 | 1,606.67 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00382193 | 665.08 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00382194 | 6,154.15 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00382195 | 132.27 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00382196 | 11.95 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00382197 | 684.44 | 06/25/13 | 169242 GCR TIRE CENTER TDS | C |
| 01 | 00382198 | 2,355.00 | 06/25/13 | 189774 GERARD RICKHOFF | C |
| 01 | 00382199 | .90 | 06/25/13 | 412228 GONZALEZ, ALEJANDRO JR. | C |
| 01 | 00382200 | 8.00 | 06/25/13 | 411876 GONZALEZ, BEATRIZ | C |
| 01 | 00382201 | 4.75 | 06/25/13 | 411949 GONZALEZ, IRMA | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00382202 | 50.00 | 06/25/13 | 412260 GONZALEZ, JUAN MANUEL | C |
| 01 | 00382203 | 25.00 | 06/25/13 | 411582 GUAJARDO, JUAN S. | C |
| 01 | 00382204 | 1,611.08 | 06/25/13 | 244899 GUERRA, LEEDS, SABO & HERNANDEZ, PLLC | C |
| 01 | 00382205 | 22,582.39 | 06/25/13 | 15253 GULF COAST PAPER CO. | C |
| 01 | 00382206 | 1,863.00 | 06/25/13 | 15261 GULF DATA PRODUCTS | C |
| 01 | 00382207 | 3,600.00 | 06/25/13 | 243981 GUMARO GARZA, M.D. | C |
| 01 | 00382208 | 252.50 | 06/25/13 | 15369 GUTHRIE'S LOCKSMITH & SAFE SHOP | C |
| 01 | 00382209 | 150.00 | 06/25/13 | 411744 GUZMAN, ANNA MARIA | C |
| 01 | 00382210 | 861.42 | 06/25/13 | 252468 HACIENDA FORD | C |
| 01 | 00382211 | 7,385.00 | 06/25/13 | 252484 HAYS COUNTY TREASURER | C |
| 01 | 00382212 | 18.02 | 06/25/13 | 337277 HD SUPPLY WATERWORKS LTD | C |
| 01 | 00382213 | 55.94 | 06/25/13 | 371378 HERNANDEZ, MARICELA | C |
| 01 | 00382214 | 11,424.00 | 06/25/13 | 16357 HIDALGO CO. DISTRICT CLERK | C |
| 01 | 00382215 | 16,688.00 | 06/25/13 | 16357 HIDALGO CO. DISTRICT CLERK | C |
| 01 | 00382216 | 412,221.75 | 06/25/13 | 16306 HIDALGO COUNTY APPRAISAL DISTRICT | C |
| 01 | 00382217 | 52.50 | 06/25/13 | 156965 HIDALGO INDEPENDENT SCHOOL DISTRICT | C |
| 01 | 00382218 | 485.46 | 06/25/13 | 291374 HOME DEPOT CREDIT SERVICES | C |
| 01 | 00382219 | 140.13 | 06/25/13 | 245216 INSCO DISTRIBUTING, INC. | C |
| 01 | 00382220 | 178.75 | 06/25/13 | 343811 INTERNATIONAL RIGHT OF WAY ASSC. | C |
| 01 | 00382221 | 178.75 | 06/25/13 | 343811 INTERNATIONAL RIGHT OF WAY ASSC. | C |
| 01 | 00382222 | 9.00 | 06/25/13 | 412112 IRRA, INC. | C |
| 01 | 00382223 | 1,079.36 | 06/25/13 | 179442 IVAN'S AUTOMOTIVE | C |
| 01 | 00382224 | 812.50 | 06/25/13 | 309125 J & M HYDRAULICS | C |
| 01 | 00382225 | 50.20 | 06/25/13 | 254576 J.L. CAZARES, D.D.S. P.A. | C |
| 01 | 00382226 | 499.50 | 06/25/13 | 244325 JANNETT PIEPER, KERR COUNTY CLERK | C |
| 01 | 00382227 | 84.00 | 06/25/13 | 412120 JJAEP-SOUTHWEST KEY | C |
| 01 | 00382228 | 150.00 | 06/25/13 | 408840 JOE AREVALO & ASSOC. | C |
| 01 | 00382229 | 269.25 | 06/25/13 | 253324 JOHNSTONE SUPPLY-PHARR | C |
| 01 | 00382230 | 50.00 | 06/25/13 | 412210 JUAREZ, CYNTHIA P. | C |
| 01 | 00382231 | 25.00 | 06/25/13 | 411590 JUAREZ, DINAH L. | C |
| 01 | 00382232 | 5,412.50 | 06/25/13 | 361321 BLANCHE M. KELLY, LPC, LSOTP | C |
| 01 | 00382233 | 50.00 | 06/25/13 | 412295 KENEDY POLICE DEPARTMENT | C |
| 01 | 00382234 | 9.00 | 06/25/13 | 412198 KENNEDY, MIDAS | C |
| 01 | 00382235 | 320.00 | 06/25/13 | 411612 KINNEY, CHAD | C |
| 01 | 00382236 | 5.00 | 06/25/13 | 412155 KRAMER FOX & ASSOC. | C |
| 01 | 00382237 | 288.08 | 06/25/13 | 308714 KUSTOM SIGNALS, INC. | C |
| 01 | 00382238 | 9.00 | 06/25/13 | 340677 LA HERENCIA APARTMENTS | C |
| 01 | 00382239 | 501.00 | 06/25/13 | 62294 LA JOYA INDEPENDENT SCHOOL DISTRICT | C |
| 01 | 00382240 | 12,700.00 | 06/25/13 | 20567 LA JOYA VOLUNTEER FIRE DEPT. | C |
| 01 | 00382241 | 155.50 | 06/25/13 | 354023 LA VILLA INDEPENDENT SCHOOL DISTRICT | C |
| 01 | 00382242 | 4,041.06 | 06/25/13 | 119784 LABATT FOOD SERVICE | C |
| 01 | 00382243 | 50.00 | 06/25/13 | 411841 LAROSE, ALBERT J. III | C |
| 01 | 00382244 | 2,000.00 | 06/25/13 | 261513 LAW OFFICE OF ROLANDO L. RIOS | C |
| 01 | 00382245 | 2,700.00 | 06/25/13 | 271632 LCS CORRECTIONS SERVICES, INC. | C |
| 01 | 00382246 | 286.00 | 06/25/13 | 411639 LEIJA, JUAN | C |
| 01 | 00382247 | 50.00 | 06/25/13 | 411779 LERMA, NOEL CARREON | C |
| 01 | 00382248 | 110.50 | 06/25/13 | 282693 LEXISNEXIS RISK DATA MANAGEMENT INC | C |
| 01 | 00382249 | 130.00 | 06/25/13 | 237507 LEXISNEXIS | C |
| 01 | 00382250 | 535.52 | 06/25/13 | 21598 LODICO ELECTRONIC SERVICE | C |
| 01 | 00382251 | 87.94 | 06/25/13 | 143731 LONE STAR OVERNIGHT | C |
| 01 | 00382252 | 590.00 | 06/25/13 | 288772 LONE STAR UNIFORMS, INC. | C |
| 01 | 00382253 | 15.82 | 06/25/13 | 394572 LONGORIA, JAIME | C |
| 01 | 00382254 | 112.00 | 06/25/13 | 82708 LULL'S PUBLIC SCALES | C |
| 01 | 00382255 | 1,446.36 | 06/25/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00382256 | 8.90 | 06/25/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 01 | 00382257 | 8.90 | 06/25/13 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00382258 | 200.00 | 06/25/13 | 295019 | MARICOPA COUNTY SHERIFF'S OFFICE | C |
| 01 | 00382259 | 3,600.00 | 06/25/13 | 152951 | MARIN GARZA M.D. | C |
| 01 | 00382260 | 50.00 | 06/25/13 | 411710 | MARTINEZ, JUAN GABRIEL | C |
| 01 | 00382261 | 241.92 | 06/25/13 | 23493 | MATT'S CASH & CARRY | C |
| 01 | 00382262 | 7,903.00 | 06/25/13 | 262056 | JOSE E. GARCIA | C |
| 01 | 00382263 | 6,609.60 | 06/25/13 | 262056 | JOSE E. GARCIA | C |
| 01 | 00382264 | 1,155.66 | 06/25/13 | 370886 | MCALLEN COMMUNICATIONS COMPANY INC | C |
| 01 | 00382265 | 517.49 | 06/25/13 | 23825 | MCALLEN PUBLIC UTILITY | C |
| 01 | 00382266 | 50.00 | 06/25/13 | 412139 | MEDELLIN, DULCE | C |
| 01 | 00382267 | 340.00 | 06/25/13 | 361526 | MEDTECH FORENSICS, INC. | C |
| 01 | 00382268 | 4,675.00 | 06/25/13 | 300675 | MEMORIAL FUNERAL HOME | C |
| 01 | 00382269 | 4,750.00 | 06/25/13 | 24406 | MERCEDES FIRE DEPT | C |
| 01 | 00382270 | 272.50 | 06/25/13 | 156981 | MERCEDES INDEPENDENT SCHOOL DISTRICT | C |
| 01 | 00382271 | 350.00 | 06/25/13 | 275123 | MID-VALLEY PEST CONTROL | C |
| 01 | 00382272 | 147.37 | 06/25/13 | 251518 | MIKE'S PLUMBING & ELECTRICAL, INC. | C |
| 01 | 00382273 | 2,069.71 | 06/25/13 | 138479 | MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 01 | 00382274 | 1,381.93 | 06/25/13 | 125334 | MINGO'S CAR KLINIC & DETAILING | C |
| 01 | 00382275 | 715.00 | 06/25/13 | 25097 | MISSION HOSPITAL, INC | C |
| 01 | 00382276 | 451.15 | 06/25/13 | 401960 | MISSION QUICK LUBE, INC. | C |
| 01 | 00382277 | 746.98 | 06/25/13 | 388467 | MODEL LAUNDRY, LLC | C |
| 01 | 00382278 | 125.57 | 06/25/13 | 72745 | MONTALVO INSURANCE AGENCY, INC. | C |
| 01 | 00382279 | 898.20 | 06/25/13 | 367753 | MONTGOMERY TECHNOLOGY SYSTEMS, LLC | C |
| 01 | 00382280 | 50.00 | 06/25/13 | 411728 | MORALES, JESUS A. | C |
| 01 | 00382281 | 4.00 | 06/25/13 | 411647 | MORALES, JUAN J. | C |
| 01 | 00382282 | 45.20 | 06/25/13 | 350702 | MORTERA, ALEJANDRO | C |
| 01 | 00382283 | 100.00 | 06/25/13 | 411701 | MUNOZ, VICTORIA | C |
| 01 | 00382284 | 30,000.00 | 06/25/13 | 286648 | MUSEUM OF SOUTH TEXAS HISTORY | C |
| 01 | 00382285 | 55.00 | 06/25/13 | 373028 | NATIONAL NARCOTIC DETECTOR DOG ASSC. | C |
| 01 | 00382286 | 25,050.00 | 06/25/13 | 346837 | NETWORK SCIENCES, INC | C |
| 01 | 00382287 | 694.55 | 06/25/13 | 153842 | NICHO PRODUCE CO, INC | C |
| 01 | 00382288 | 3,302.54 | 06/25/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00382289 | 18.31 | 06/25/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00382290 | 125.88 | 06/25/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00382291 | 4,371.00 | 06/25/13 | 182834 | NTC DRUG TESTING SERVICES, INC. | C |
| 01 | 00382292 | 205.00 | 06/25/13 | 326216 | O'BOYLE, JACK | C |
| 01 | 00382293 | 1,365.90 | 06/25/13 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00382294 | 2,715.26 | 06/25/13 | 312231 | OFFICE DEPOT | C |
| 01 | 00382295 | 39,875.00 | 06/25/13 | 99953 | PALM VALLEY ANIMAL CENTER | C |
| 01 | 00382296 | 5,075.00 | 06/25/13 | 151718 | PALMVIEW VOL FIRE DEPARTMENT | C |
| 01 | 00382297 | 60.00 | 06/25/13 | 411973 | PARSON, MICHAEL S. | C |
| 01 | 00382298 | .45 | 06/25/13 | 412090 | PENA, ALBEZA MARIA M. | C |
| 01 | 00382299 | .15 | 06/25/13 | 412104 | PENA, ROSA MARIA | C |
| 01 | 00382300 | 14.13 | 06/25/13 | 407704 | PERALES, HUGO | C |
| 01 | 00382301 | 169,856.97 | 06/25/13 | 342408 | PERDUE, BRANDON FIELDER, COLLINS & MOTT | C |
| 01 | 00382302 | 9,615.00 | 06/25/13 | 14966 | GREGORIO PINA, III, PH.D. | C |
| 01 | 00382303 | 541.95 | 06/25/13 | 344478 | PITNEY BOWES GLOBAL FINANCIAL SRVS LLC | C |
| 01 | 00382304 | 190.00 | 06/25/13 | 28894 | POSTMASTER | C |
| 01 | 00382305 | 64.00 | 06/25/13 | 75051 | POSTMASTER | C |
| 01 | 00382306 | 278.58 | 06/25/13 | 332755 | PRECISION DELTA CORP | C |
| 01 | 00382307 | 16,025.50 | 06/25/13 | 400190 | PREMIER UNIFORM, INC. | C |
| 01 | 00382308 | 168.37 | 06/25/13 | 390356 | PRUITT-ORR, SHELIA ANN | C |
| 01 | 00382309 | 1.50 | 06/25/13 | 263702 | P.S.J.A. ISD | C |
| 01 | 00382310 | 680.00 | 06/25/13 | 358371 | RAMIREZ & GUERRERO, L.L.P. | C |
| 01 | 00382311 | 50.00 | 06/25/13 | 411752 | RAMIREZ, NATIVIDAD | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00382312 | 15,550.00 | 06/25/13 | 29815 RAMIREZ, RAMIRO R. PHD. | C |
| 01 | 00382313 | 4.00 | 06/25/13 | 411620 RANGEL, MATHEW | C |
| 01 | 00382314 | 800.13 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00382315 | 5,932.19 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00382316 | 1,687.42 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00382317 | 96.42 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00382318 | 23,564.27 | 06/25/13 | 401854 REPUBLIC SERVICES, INC. | C |
| 01 | 00382319 | 3.00 | 06/25/13 | 411965 RETA, JUAN R. | C |
| 01 | 00382320 | 54.00 | 06/25/13 | 412279 REYES, ROSANNA HARO | C |
| 01 | 00382321 | 9,500.00 | 06/25/13 | 247553 RGV EDUCATIONAL BROADCASTING, INC. | C |
| 01 | 00382322 | 81.25 | 06/25/13 | 291463 RGV PIZZA HUT, LLC | C |
| 01 | 00382323 | 58.00 | 06/25/13 | 381586 RICANA LLC | C |
| 01 | 00382324 | 50.00 | 06/25/13 | 411833 RIOS, GLORIA DELIA | C |
| 01 | 00382325 | 6.50 | 06/25/13 | 412066 RIVERA, KARINA | C |
| 01 | 00382326 | 236.50 | 06/25/13 | 233846 ROCHESTER ARMORED CAR CO.,INC. | C |
| 01 | 00382327 | 10.74 | 06/25/13 | 359254 RODRIGUEZ, MARICELA | C |
| 01 | 00382328 | 54.75 | 06/25/13 | 412007 RODRIGUEZ, ROXANNE | C |
| 01 | 00382329 | 6.78 | 06/25/13 | 398470 SAENZ, PRAJEDES R. | C |
| 01 | 00382330 | 531.67 | 06/25/13 | 376574 SAFARILAND, LLC | C |
| 01 | 00382331 | 5.90 | 06/25/13 | 412244 SALAZAR, OSCAR ESTEBAN JUAREZ | C |
| 01 | 00382332 | 4.00 | 06/25/13 | 411906 SALAZAR, SERGIO | C |
| 01 | 00382333 | 2.00 | 06/25/13 | 411604 SALINAS, GINA | C |
| 01 | 00382334 | 50.25 | 06/25/13 | 411809 SALINAS, NIDIA G. | C |
| 01 | 00382335 | 136.00 | 06/25/13 | 399981 SANCHEZ, ROBERT | C |
| 01 | 00382336 | 15.82 | 06/25/13 | 251933 SANTOS, GRACIELA | C |
| 01 | 00382337 | 30.51 | 06/25/13 | 411205 SAUCEDA, SONIA | C |
| 01 | 00382338 | 2,977.00 | 06/25/13 | 406171 SBA TOWERS IV, LLC | C |
| 01 | 00382339 | 6.90 | 06/25/13 | 412201 SERNA, JOSE | C |
| 01 | 00382340 | 10,959.47 | 06/25/13 | 201839 SHAVER FOODS, LLC | C |
| 01 | 00382341 | 335.96 | 06/25/13 | 34274 SHERWIN WILLIAMS COMPANY | C |
| 01 | 00382342 | 340.00 | 06/25/13 | 387878 HERMANSEN, AMY | C |
| 01 | 00382343 | 340.00 | 06/25/13 | 387878 HERMANSEN, AMY | C |
| 01 | 00382344 | 595.00 | 06/25/13 | 387878 HERMANSEN, AMY | C |
| 01 | 00382345 | 5.00 | 06/25/13 | 326666 SMETHERS, TROY W. | C |
| 01 | 00382346 | 52.00 | 06/25/13 | 385018 SOURCE INCORPORATED OF MISSOURI | C |
| 01 | 00382347 | 384.05 | 06/25/13 | 34797 SOUTH TEXAS COMMUNICATIONS, INC. | C |
| 01 | 00382348 | 9.99 | 06/25/13 | 35173 SPIKES MOTOR COMPANY | C |
| 01 | 00382349 | 7,109.23 | 06/25/13 | 210501 SPRINT | C |
| 01 | 00382350 | 42.99 | 06/25/13 | 210501 SPRINT | C |
| 01 | 00382351 | 4,800.32 | 06/25/13 | 319449 STAPLES ADVANTAGE | C |
| 01 | 00382352 | 60.62 | 06/25/13 | 396427 SUPERIOR OIL EXPRESS | C |
| 01 | 00382353 | 439.18 | 06/25/13 | 114243 SYSCO INC. | C |
| 01 | 00382354 | 147.00 | 06/25/13 | 389838 TAHERZADEH, SELIM | C |
| 01 | 00382355 | 55.00 | 06/25/13 | 268461 TEXAS DEPARTMENT OF LICENSING & REGULATI | C |
| 01 | 00382356 | 2.00 | 06/25/13 | 264474 TEXAS DEPARTMENT OF PUBLIC SAFETY | C |
| 01 | 00382357 | 175.00 | 06/25/13 | 369039 TEXAS LAND RECLAMATION LLC | C |
| 01 | 00382358 | 1,863.20 | 06/25/13 | 37079 TEXAS PARKS & WILDLIFE DEPARTMENT | C |
| 01 | 00382359 | 2,700.00 | 06/25/13 | 226475 TEXAS WILDLIFE DAMAGE MANAGEMENT FUND | C |
| 01 | 00382360 | 261.40 | 06/25/13 | 247723 TEXMAPS | C |
| 01 | 00382361 | 10.00 | 06/25/13 | 411930 THOMAS, CLIFFORD | C |
| 01 | 00382362 | 65.39 | 06/25/13 | 231924 TIME WARNER CABLE | C |
| 01 | 00382363 | 50.00 | 06/25/13 | 411884 TORRES, ADAN | C |
| 01 | 00382364 | 1.00 | 06/25/13 | 411574 TREVINO, CARMELITA G. | C |
| 01 | 00382365 | 51.35 | 06/25/13 | 241954 TRI-TECH FORENSICS, INC. | C |
| 01 | 00382366 | 995.00 | 06/25/13 | 397822 TRIPLE R FABRICATION & WELDING | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00382367 | 6,210.00 | 06/25/13 | 38792 TROPICAL TEXAS BEHAVIORAL HEALTH | C |
| 01 | 00382368 | 9,781.94 | 06/25/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00382369 | 190.43 | 06/25/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00382370 | 1,164.89 | 06/25/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00382371 | 6,749.90 | 06/25/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00382372 | 488.87 | 06/25/13 | 155284 UNITED PARCEL SERVICE | C |
| 01 | 00382373 | 2,202.41 | 06/25/13 | 217182 UPPER VALLEY MAIL SERVICES | C |
| 01 | 00382374 | 3,200.00 | 06/25/13 | 262625 VAL VERDE MEMORIAL GARDENS | C |
| 01 | 00382375 | 1,120.25 | 06/25/13 | 39837 VALLEY BOTTLE WATER CO. | C |
| 01 | 00382376 | 20,833.33 | 06/25/13 | 370789 VALLEY INITIATIVE FOR DEVELOPMENT & | C |
| 01 | 00382377 | .25 | 06/25/13 | 411868 VARGAS, RAMON | C |
| 01 | 00382378 | 50.00 | 06/25/13 | 411698 VEGA, MEDDMAR ELYER | C |
| 01 | 00382379 | 50.00 | 06/25/13 | 411990 VELA, RUBEN | C |
| 01 | 00382380 | 168.32 | 06/25/13 | 251577 VERIZON SOUTHWEST, INC. | C |
| 01 | 00382381 | 163.83 | 06/25/13 | 287024 VERIZON WIRELESS | C |
| 01 | 00382382 | 545.65 | 06/25/13 | 287024 VERIZON WIRELESS | C |
| 01 | 00382383 | 75.98 | 06/25/13 | 287024 VERIZON WIRELESS | C |
| 01 | 00382384 | 2,165.36 | 06/25/13 | 40991 W. W. GRAINGER INC. | C |
| 01 | 00382385 | 160.03 | 06/25/13 | 254185 WALMART COMMUNITY/GECRB | C |
| 01 | 00382386 | 71.35 | 06/25/13 | 392251 WASTE CONNECTIONS OF TEXAS | C |
| 01 | 00382387 | 95.81 | 06/25/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 01 | 00382388 | 9.10 | 06/25/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 01 | 00382389 | 87.00 | 06/25/13 | 411671 WEESE INVESTIN PROPERTIES, LLC | C |
| 01 | 00382390 | 34.50 | 06/25/13 | 268755 WELDINGHOUSE, INC. | C |
| 01 | 00382391 | 481.50 | 06/25/13 | 56855 WESLACO INDEPENDENT SCHOOL DISTRICT | C |
| 01 | 00382392 | 10.00 | 06/25/13 | 412171 WESTLINE LLC | C |
| 01 | 00382393 | 30.00 | 06/25/13 | 319082 UNITED STATES TREASURY | C |
| 01 | 00382394 | 325.00 | 06/25/13 | 42056 WORTH HYDROCHEM OF THE VALLEY | C |
| 01 | 00382395 | 284.51 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382396 | 769.93 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382397 | 1,653.87 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382398 | 1,623.92 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382399 | 178.59 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382400 | 504.36 | 06/25/13 | 42129 XEROX CORPORATION | C |
| 01 | 00382401 | 20.00 | 06/25/13 | 411566 ZAPATA, JESUS | C |
| **Total Bank No 01** | | **1,875,080.56** | | | |
| 02 | 00385488 | 12,955.00 | 06/25/13 | 224278 RIO VALLEY PIPE, LLC | C |
| 02 | 00385489 | 524.32 | 06/25/13 | 411477 MP ASSOCIATES SUBSIDIARY LLC | C |
| 02 | 00385490 | 350.00 | 06/25/13 | 340316 CAPITAL MEETING PLANNING, INC | C |
| 02 | 00385491 | 213.90 | 06/25/13 | 333433 COURTYARD BY MARRIOT | C |
| 02 | 00385492 | 518.60 | 06/25/13 | 216437 ECHO TRAVEL AGENCY | C |
| 02 | 00385493 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 02 | 00385494 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 02 | 00385495 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 02 | 00385496 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 02 | 00385497 | 398.46 | 06/25/13 | 383694 HILTON GARDEN INN SOUTH PADRE ISLAND | C |
| 02 | 00385498 | 90.00 | 06/25/13 | 225991 LOPEZ, SONYA I. | C |
| 02 | 00385499 | 162.76 | 06/25/13 | 312258 MUNOZ, DORA L. | C |
| 02 | 00385500 | 325.00 | 06/25/13 | 343048 MUNOZ, PALMIRA | C |
| 02 | 00385501 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |
| 02 | 00385502 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |
| 02 | 00385503 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |
| 02 | 00385504 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |
| 02 | 00385505 | 200.00 | 06/25/13 | 198773 NAPM RIO GRANDE VALLEY | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00385506 | 90.00 | 06/25/13 | 225045 OLIVAREZ, NELDA | C |
| 02 | 00385507 | 250.00 | 06/25/13 | 411361 TEXAS GULF COAST CRIME PREVENTION ASSC. | C |
| 02 | 00385508 | 250.00 | 06/25/13 | 411361 TEXAS GULF COAST CRIME PREVENTION ASSC. | C |
| 02 | 00385509 | 1,190.00 | 06/25/13 | 194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN | C |
| 02 | 00385510 | 325.52 | 06/25/13 | 357359 4IMPRINT, INC. | C |
| 02 | 00385511 | 3,192.48 | 06/25/13 | 227609 ABSOLUTE SERVICES | C |
| 02 | 00385512 | 2,500.00 | 06/25/13 | 400602 ACME PARTNERSHIP, LP | C |
| 02 | 00385513 | 77.41 | 06/25/13 | 276464 ADRIANO, ABRAHAM | C |
| 02 | 00385514 | 66.88 | 06/25/13 | 363588 AGUA SPECIAL UTILITY DISTRICT | C |
| 02 | 00385515 | 8,802.00 | 06/25/13 | 403709 AL3 ENTERPRISES, LLC | C |
| 02 | 00385516 | 31.64 | 06/25/13 | 367427 ALANIS, MARTHA ELENA | C |
| 02 | 00385517 | 73.45 | 06/25/13 | 400718 ALFARO, MARIA TERESA | C |
| 02 | 00385518 | 377.95 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 02 | 00385519 | 377.95 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 02 | 00385520 | 377.95 | 06/25/13 | 318973 ALLIED WASTE SERVICES #863 | C |
| 02 | 00385521 | 513.00 | 06/25/13 | 53384 AMERICAN RED CROSS SOUTH TEXAS | C |
| 02 | 00385522 | 260.92 | 06/25/13 | 54755 ARGUS SECURITY SYSTEMS | C |
| 02 | 00385523 | 155.94 | 06/25/13 | 237426 ARISPE, MARISSA M. | C |
| 02 | 00385524 | 450.31 | 06/25/13 | 363502 ARREDONDO, ALIFONSO III | C |
| 02 | 00385525 | 297.44 | 06/25/13 | 253626 ARREDONDO, ROGERIO JR. | C |
| 02 | 00385526 | 167.36 | 06/25/13 | 328626 AT&T | C |
| 02 | 00385527 | 47.46 | 06/25/13 | 399914 BALTAZAR, LAZARO | C |
| 02 | 00385528 | 248.40 | 06/25/13 | 400530 BREWSTER, CHARLES | C |
| 02 | 00385529 | 251.99 | 06/25/13 | 292885 BRIONES, AQUILINA | C |
| 02 | 00385530 | 147.00 | 06/25/13 | 205427 CABALLERO, ZAIRA | C |
| 02 | 00385531 | 521.50 | 06/25/13 | 222054 CABRERA, FERNANDO | C |
| 02 | 00385532 | 88.14 | 06/25/13 | 270415 CANO, BLANCA E. | C |
| 02 | 00385533 | 2,564.56 | 06/25/13 | 179272 CANON FINANCIAL SERVICES INC. | C |
| 02 | 00385534 | 69.74 | 06/25/13 | 179272 CANON FINANCIAL SERVICES INC. | C |
| 02 | 00385535 | 25.99 | 06/25/13 | 403865 CARDENAS, BLANCA VANESSA | C |
| 02 | 00385536 | 19.51 | 06/25/13 | 119695 CARDONA, DIANA | C |
| 02 | 00385537 | 33.34 | 06/25/13 | 212873 CARRANZA, ALICE | C |
| 02 | 00385538 | 337.31 | 06/25/13 | 202401 CARRILLO, LAURA | C |
| 02 | 00385539 | 437.31 | 06/25/13 | 363707 CARRILLO, VERONICA | C |
| 02 | 00385540 | 33.90 | 06/25/13 | 295299 CASAS, ANA | C |
| 02 | 00385541 | 28.25 | 06/25/13 | 316733 CASTILLO, JUAN R. | C |
| 02 | 00385542 | 10.17 | 06/25/13 | 124923 CASTRO, MARY ANN | C |
| 02 | 00385543 | 2,638.21 | 06/25/13 | 153915 CDW GOVERNMENT INC. | C |
| 02 | 00385544 | 18.08 | 06/25/13 | 281131 CENTENO, ROSA I. | C |
| 02 | 00385545 | 15.82 | 06/25/13 | 404489 CERVANTES, DEO L. | C |
| 02 | 00385546 | 391.55 | 06/25/13 | 257192 CERVANTES, SARAH | C |
| 02 | 00385547 | 1,500.75 | 06/25/13 | 343277 CITIBANK | C |
| 02 | 00385548 | 2,208.00 | 06/25/13 | 343277 CITIBANK | C |
| 02 | 00385549 | 916.84 | 06/25/13 | 343277 CITIBANK | C |
| 02 | 00385550 | 69.00 | 06/25/13 | 343277 CITIBANK | C |
| 02 | 00385551 | 81.26 | 06/25/13 | 161128 CITY OF ALAMO | C |
| 02 | 00385552 | 292.67 | 06/25/13 | 338745 CORREA, LUIS | C |
| 02 | 00385553 | 240.69 | 06/25/13 | 349895 COSSIO, RUBEN | C |
| 02 | 00385554 | 100.01 | 06/25/13 | 374768 CRISTOBAL, SONIA | C |
| 02 | 00385555 | 2,941.62 | 06/25/13 | 274534 DANNENBAUM ENGINEERING CORPORATION | C |
| 02 | 00385556 | 414.00 | 06/25/13 | 253294 DE LUNA, RENE | C |
| 02 | 00385557 | 6.78 | 06/25/13 | 366382 DEL BOSQUE, ESTEBAN | C |
| 02 | 00385558 | 203.97 | 06/25/13 | 375187 DELUNA, ALFONSO JR. | C |
| 02 | 00385559 | 283.05 | 06/25/13 | 275875 EAN HOLDINGS, LLC | C |
| 02 | 00385560 | 146.00 | 06/25/13 | 275875 EAN HOLDINGS, LLC | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00385561 | 323.18 | 06/25/13 | 373117 ESCAMILLA, MINDY | C |
| 02 | 00385562 | 467.26 | 06/25/13 | 381365 ESPINOSA, RUBEN | C |
| 02 | 00385563 | 4,000.00 | 06/25/13 | 392758 FAMILY PHYSICIANS CLINIC, LLP | C |
| 02 | 00385564 | 292.67 | 06/25/13 | 371947 FLORES, ESMERALDA | C |
| 02 | 00385565 | 288.40 | 06/25/13 | 313289 FLORES, J.R. "BOBBY" JUDGE | C |
| 02 | 00385566 | 241.82 | 06/25/13 | 349887 GARCIA, ANGELICA | C |
| 02 | 00385567 | 365.56 | 06/25/13 | 272922 GARCIA, JOSE GUADALUPE | C |
| 02 | 00385568 | 377.42 | 06/25/13 | 313157 GARCIA, NORMA A. | C |
| 02 | 00385569 | 61.02 | 06/25/13 | 281158 GARCIA, REFUGIO III | C |
| 02 | 00385570 | 286.82 | 06/25/13 | 406066 GARZA, CLARISSA | C |
| 02 | 00385571 | 248.40 | 06/25/13 | 271233 GARZA, CLEMENTE III | C |
| 02 | 00385572 | 147.00 | 06/25/13 | 278459 GARZA, MELISSA | C |
| 02 | 00385573 | 22.60 | 06/25/13 | 328669 GARZA, MOISES | C |
| 02 | 00385574 | 294.00 | 06/25/13 | 122637 GARZA, RICHARD | C |
| 02 | 00385575 | 22.60 | 06/25/13 | 386235 GARZA, VERONICA | C |
| 02 | 00385576 | 22.60 | 06/25/13 | 398225 GOMEZ, SISLAI | C |
| 02 | 00385577 | 147.00 | 06/25/13 | 363685 GONZALEZ, GILBERTO | C |
| 02 | 00385578 | 288.40 | 06/25/13 | 290246 GONZALEZ, JAIME E. | C |
| 02 | 00385579 | 164.98 | 06/25/13 | 198633 GONZALEZ, NORMA | C |
| 02 | 00385580 | 13.56 | 06/25/13 | 186848 GUAJARDO, JORGE | C |
| 02 | 00385581 | 13.56 | 06/25/13 | 407500 GUERRA, PATRICIA | C |
| 02 | 00385582 | 54.24 | 06/25/13 | 229768 GUTIERREZ, NORA | C |
| 02 | 00385583 | 202.00 | 06/25/13 | 296627 HENRY SCHEIN, INC. | C |
| 02 | 00385584 | 147.00 | 06/25/13 | 398748 HERNANDEZ, CESAR | C |
| 02 | 00385585 | 510.40 | 06/25/13 | 270962 HIDALGO COUNTY CSCD | C |
| 02 | 00385586 | 36,100.00 | 06/25/13 | 402524 HIGHMARK CONTRUCTION CO. LLC | C |
| 02 | 00385587 | 99,275.00 | 06/25/13 | 402524 HIGHMARK CONTRUCTION CO. LLC | C |
| 02 | 00385588 | 135.04 | 06/25/13 | 394459 HINOJOSA, KRIS | C |
| 02 | 00385589 | 354.20 | 06/25/13 | 352381 HOLIDAY INN EXPRESS | C |
| 02 | 00385590 | 123.66 | 06/25/13 | 289299 HOME DEPOT CREDIT SERVICES | C |
| 02 | 00385591 | 75.00 | 06/25/13 | 187933 J.A. LOPEZ, M.D. & ASSOC. | C |
| 02 | 00385592 | 62.72 | 06/25/13 | 360422 JIMENEZ, AMADA | C |
| 02 | 00385593 | 326.01 | 06/25/13 | 366323 KELLOGG, ANITA E. | C |
| 02 | 00385594 | 322.72 | 06/25/13 | 334723 LANDEZ, MARTIN | C |
| 02 | 00385595 | 1,407.00 | 06/25/13 | 237507 LEXISNEXIS | C |
| 02 | 00385596 | 1,053.00 | 06/25/13 | 376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C | C |
| 02 | 00385597 | 48.03 | 06/25/13 | 356859 LOPEZ, ADALGISA | C |
| 02 | 00385598 | 288.40 | 06/25/13 | 207888 LOPEZ, FAUSTINO III | C |
| 02 | 00385599 | 92.10 | 06/25/13 | 333557 LOPEZ, SANDRA | C |
| 02 | 00385600 | 130.52 | 06/25/13 | 388637 LOZANO, JO ANN | C |
| 02 | 00385601 | 147.00 | 06/25/13 | 259489 LUNA, JESUS | C |
| 02 | 00385602 | 2.26 | 06/25/13 | 399906 MACIEL, MAYRA J. | C |
| 02 | 00385603 | 197.19 | 06/25/13 | 394548 MALAGON, DONALD | C |
| 02 | 00385604 | 63.85 | 06/25/13 | 188034 MANZO, JORGE J. | C |
| 02 | 00385605 | 255.66 | 06/25/13 | 386383 MAREZ, JOEL NOE | C |
| 02 | 00385606 | 575.74 | 06/25/13 | 343471 MARMOLEJO, JOSE | C |
| 02 | 00385607 | 283.43 | 06/25/13 | 336866 MARTINEZ, ALEXIS | C |
| 02 | 00385608 | 127.13 | 06/25/13 | 394432 MARTINEZ, GLENDA | C |
| 02 | 00385609 | 290.41 | 06/25/13 | 364185 MARTINEZ, HECTOR | C |
| 02 | 00385610 | 325.81 | 06/25/13 | 385573 MARTINEZ, HILDA VERONICA | C |
| 02 | 00385611 | 13.56 | 06/25/13 | 366404 MARTINEZ, JULIO JR. | C |
| 02 | 00385612 | 18.08 | 06/25/13 | 362549 MARTINEZ, ROLAND | C |
| 02 | 00385613 | 425.00 | 06/25/13 | 143332 MARTINEZ, XAVIER J. PH.D. | C |
| 02 | 00385614 | 147.00 | 06/25/13 | 249106 MEDRANO, JUANITA | C |
| 02 | 00385615 | 113.57 | 06/25/13 | 404500 MICHELS, LINDA | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00385616 | 32.21 | 06/25/13 | 287326 MILLS, CLINT | C |
| 02 | 00385617 | 2,092.20 | 06/25/13 | 125334 MINGO'S CAR KLINIC & DETAILING | C |
| 02 | 00385618 | 953.99 | 06/25/13 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00385619 | 1,649.55 | 06/25/13 | 318221 MMS - A MEDICAL SUPPLY CO | C |
| 02 | 00385620 | 36.16 | 06/25/13 | 350257 MORALES, DANIEL | C |
| 02 | 00385621 | 18.08 | 06/25/13 | 271861 MORENO, MARIA AURORA | C |
| 02 | 00385622 | 78.00 | 06/25/13 | 322563 NARVAEZ, JENNIFER A. | C |
| 02 | 00385623 | 114.15 | 06/25/13 | 210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S | C |
| 02 | 00385624 | 13.56 | 06/25/13 | 124575 OLIVAREZ, RENEE L. | C |
| 02 | 00385625 | 958.00 | 06/25/13 | 202398 OMNI AUSTIN HOTEL-SOUTHPARK | C |
| 02 | 00385626 | 87.45 | 06/25/13 | 310794 PALACIOS, FIDELA | C |
| 02 | 00385627 | 165.22 | 06/25/13 | 356573 PARSON, MICHAEL SHANE | C |
| 02 | 00385628 | 319.81 | 06/25/13 | 388017 PATRICK, ARNOLD K. | C |
| 02 | 00385629 | 847.32 | 06/25/13 | 395811 SSPIBR, LTD | C |
| 02 | 00385630 | 180.00 | 06/25/13 | 381594 PENA, GUSTAVO | C |
| 02 | 00385631 | 141.25 | 06/25/13 | 341398 PENA, PALMIRA R. | C |
| 02 | 00385632 | 80.23 | 06/25/13 | 361143 PEREZ, PATRICIA Y. CSA | C |
| 02 | 00385633 | 13.56 | 06/25/13 | 258903 PEREZ, VERONICA REYES | C |
| 02 | 00385634 | 178.54 | 06/25/13 | 381608 PINA, OMAR | C |
| 02 | 00385635 | 8,000.00 | 06/25/13 | 384151 REDWOOD TOXICOLOGY LABORATORY INC. | C |
| 02 | 00385636 | 6,562.17 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00385637 | 41.81 | 06/25/13 | 350834 REYES, KEVIN | C |
| 02 | 00385638 | 248.40 | 06/25/13 | 383589 REYES, SYLVIA | C |
| 02 | 00385639 | 70.63 | 06/25/13 | 360457 RODRIGUEZ, ALEXIS | C |
| 02 | 00385640 | 147.00 | 06/25/13 | 331082 RODRIGUEZ, FRANK | C |
| 02 | 00385641 | 17.52 | 06/25/13 | 234176 RODRIGUEZ, HECTOR | C |
| 02 | 00385642 | 10.17 | 06/25/13 | 289213 RODRIGUEZ, JOSE F | C |
| 02 | 00385643 | 62.15 | 06/25/13 | 396915 RODRIGUEZ, MONICA LIZETTE | C |
| 02 | 00385644 | 23.73 | 06/25/13 | 372498 ROSALES, EVELYN | C |
| 02 | 00385645 | 147.00 | 06/25/13 | 412031 RUIZ, JOANN | C |
| 02 | 00385646 | 43.79 | 06/25/13 | 246425 SAENZ, SUZANA RAMOS | C |
| 02 | 00385647 | 31,700.00 | 06/25/13 | 294004 SANOFI PASTEUR, INC | C |
| 02 | 00385648 | 9.61 | 06/25/13 | 222097 SAUCEDO, ESTEVAN | C |
| 02 | 00385649 | 40.12 | 06/25/13 | 308641 SEGUNDO, SANDRA | C |
| 02 | 00385650 | 180.00 | 06/25/13 | 17701 SILVA, ISRAEL JR. | C |
| 02 | 00385651 | 15.26 | 06/25/13 | 338907 SILVA, JOHN A | C |
| 02 | 00385652 | 13.56 | 06/25/13 | 308668 SINGLETERRY, JOE | C |
| 02 | 00385653 | 577.53 | 06/25/13 | 141801 SOLIS, DIANA | C |
| 02 | 00385654 | 383.64 | 06/25/13 | 354775 SOLIS, MARIA DEL JESUS | C |
| 02 | 00385655 | 31.64 | 06/25/13 | 399388 SOLIS, PRISCILLA | C |
| 02 | 00385656 | 36,850.32 | 06/25/13 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00385657 | 1,282.59 | 06/25/13 | 319449 STAPLES ADVANTAGE | C |
| 02 | 00385658 | 19,067.41 | 06/25/13 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00385659 | 1,937.97 | 06/25/13 | 237299 TDCJ-CASHIER'S OFFICE | C |
| 02 | 00385660 | 25,000.00 | 06/25/13 | 312177 TEXAS ENGINEERING EXTENSION SERVICES | C |
| 02 | 00385661 | 500.00 | 06/25/13 | 36714 TEXAS CORRECTIONS ASSOCIATION | C |
| 02 | 00385662 | 38.40 | 06/25/13 | 288888 TEXAS GAS SERVICE | C |
| 02 | 00385663 | 57.63 | 06/25/13 | 293369 TIJERINA, JUAN | C |
| 02 | 00385664 | 35.03 | 06/25/13 | 205605 TORRES, OLGA L. | C |
| 02 | 00385665 | 110.18 | 06/25/13 | 285544 TREVINO, LETICIA | C |
| 02 | 00385666 | 147.00 | 06/25/13 | 260355 URESTI, OCTAVIANO III | C |
| 02 | 00385667 | 105.66 | 06/25/13 | 253243 VALENCIA, JOSE RENE | C |
| 02 | 00385668 | 85.50 | 06/25/13 | 39837 VALLEY BOTTLE WATER CO. | C |
| 02 | 00385669 | 531.75 | 06/25/13 | 39837 VALLEY BOTTLE WATER CO. | C |
| 02 | 00385670 | 187.02 | 06/25/13 | 381616 VELA, JULIAN | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00385671 | 284.76 | 06/25/13 | 249777 VERA, ALMA ROSA | C |
| 02 | 00385672 | 21.47 | 06/25/13 | 255017 VILLANUEVA, JOEL | C |
| 02 | 00385673 | 108.48 | 06/25/13 | 287229 VILLARREAL, REBEKAH | C |
| 02 | 00385674 | 648.73 | 06/25/13 | 40991 W. W. GRAINGER, INC. | C |
| 02 | 00385675 | 481.38 | 06/25/13 | 272957 WITTENBURG, ANA M. | C |
| 02 | 00385676 | 30.51 | 06/25/13 | 377341 YBARRA, PATRICIA E. GARCIA | C |
| 02 | 00385677 | 275.16 | 06/25/13 | 328553 YZAGUIRRE, RINA | C |
| 02 | 00385678 | 100.57 | 06/25/13 | 32131 ZAPATA, ROMEO | C |
| 02 | 00385679 | 330.00 | 06/25/13 | 328308 ZAVALA, RICARDO | C |
| 02 | 00385680 | 4,429.56 | 06/25/13 | 234443 R. GUTIERREZ ENGINEERING CORPORATION | C |
| 02 | 00385681 | 95.49 | 06/25/13 | 89885 ACTION HYDRAULIC HOSES, ETC. | C |
| 02 | 00385682 | 13,568.10 | 06/25/13 | 262641 AFFILIATED COMPUTER SERVICES | C |
| 02 | 00385683 | 2,638.40 | 06/25/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 02 | 00385684 | 810.58 | 06/25/13 | 1961 ANDERSON EQUIPMENT CO INC | C |
| 02 | 00385685 | 630.00 | 06/25/13 | 199362 ANRIGE, INC. | C |
| 02 | 00385686 | 76,001.39 | 06/25/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00385687 | 13,146.28 | 06/25/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00385688 | 406.12 | 06/25/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00385689 | 417.53 | 06/25/13 | 328626 AT&T | C |
| 02 | 00385690 | 45.48 | 06/25/13 | 337412 AUTOZONE | C |
| 02 | 00385691 | 718.85 | 06/25/13 | 3816 BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 02 | 00385692 | 59.89 | 06/25/13 | 4537 BURTON AUTO SUPPLY, INC. | C |
| 02 | 00385693 | 3,118.50 | 06/25/13 | 134821 CHEMSEARCH | C |
| 02 | 00385694 | 117.00 | 06/25/13 | 343277 CITIBANK | C |
| 02 | 00385695 | 280.00 | 06/25/13 | 6599 CITY OF MCALLEN | C |
| 02 | 00385696 | 77.37 | 06/25/13 | 6696 CITY OF PHARR | C |
| 02 | 00385697 | 60.87 | 06/25/13 | 6696 CITY OF PHARR | C |
| 02 | 00385698 | 166.35 | 06/25/13 | 78174 COPY GRAPHICS, INC | C |
| 02 | 00385699 | 11,185.20 | 06/25/13 | 314439 CATAMOUNT FINANCE, LP | C |
| 02 | 00385700 | 11,195.60 | 06/25/13 | 314439 CATAMOUNT FINANCE, LP | C |
| 02 | 00385701 | 29.00 | 06/25/13 | 227153 SANTOY INVESTMENTS LLC | C |
| 02 | 00385702 | 1,250.00 | 06/25/13 | 341908 ENTERPRISE RENT A TRUCK | C |
| 02 | 00385703 | 997.91 | 06/25/13 | 311928 FASTENAL COMPANY | C |
| 02 | 00385704 | 68.00 | 06/25/13 | 321826 G & K SERVICE INC. | C |
| 02 | 00385705 | 315.00 | 06/25/13 | 231266 G & S GLASS LLC | C |
| 02 | 00385706 | 65.10 | 06/25/13 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 02 | 00385707 | 24,080.94 | 06/25/13 | 169242 GCR TIRE CENTER TDS | C |
| 02 | 00385708 | 35.00 | 06/25/13 | 130966 HI-TECH IRRIGATION INC. | C |
| 02 | 00385709 | 1,500.00 | 06/25/13 | 198331 HIDALGO COUNTY IRRIGATION DIST. #2 | C |
| 02 | 00385710 | 538.67 | 06/25/13 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 02 | 00385711 | 209.04 | 06/25/13 | 179442 IVAN'S AUTOMOTIVE | C |
| 02 | 00385712 | 5,271.25 | 06/25/13 | 367176 MAACO COLLISION | C |
| 02 | 00385713 | 150.00 | 06/25/13 | 52485 MCCREERY AVIATION CO. INC. | C |
| 02 | 00385714 | 13,565.00 | 06/25/13 | 403660 MID-SOUTH INDUSTRIES | C |
| 02 | 00385715 | 737.20 | 06/25/13 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00385716 | 256.07 | 06/25/13 | 388467 MODEL LAUNDRY, LLC | C |
| 02 | 00385717 | 1,500.00 | 06/25/13 | 312258 MUNOZ, DORA L. | C |
| 02 | 00385718 | 593.31 | 06/25/13 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00385719 | 42,361.50 | 06/25/13 | 220779 PHILPOTT MOTORS | C |
| 02 | 00385720 | 14.50 | 06/25/13 | 315486 RADIADORES DEL VALLE | C |
| 02 | 00385721 | 22.28 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00385722 | 21.99 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00385723 | 32.83 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00385724 | 423.24 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00385725 | 35.35 | 06/25/13 | 277223 RELIANT, DEPT 0954 | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00385726 | 454.93 | 06/25/13 | 269123 RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00385727 | 412.16 | 06/25/13 | 304131 SAENZ HARDWARE | C |
| 02 | 00385728 | 300.00 | 06/25/13 | 258776 MICHAEL R. SALINAS, ATTORNEY AT LAW | C |
| 02 | 00385729 | 90.00 | 06/25/13 | 399981 SANCHEZ, ROBERT | C |
| 02 | 00385730 | 40.06 | 06/25/13 | 33871 SEIVER IMPLEMENT CO. INC. | C |
| 02 | 00385731 | 550.00 | 06/25/13 | 133655 SUPERIOR ALARMS | C |
| 02 | 00385732 | 38.40 | 06/25/13 | 288888 TEXAS GAS SERVICE | C |
| 02 | 00385733 | 169.79 | 06/25/13 | 285927 THOMSON WEST | C |
| 02 | 00385734 | 1,412.67 | 06/25/13 | 302007 TIRE CENTERS, LLC | C |
| 02 | 00385735 | 133.00 | 06/25/13 | 39837 VALLEY BOTTLE WATER CO. | C |
| 02 | 00385736 | 1,127.92 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385737 | 1,127.36 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385738 | 341.23 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385739 | 341.23 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385740 | 341.23 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385741 | 1,127.36 | 06/25/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00385742 | 189.95 | 06/25/13 | 287024 VERIZON WIRELESS | C |
| 02 | 00385743 | 800.17 | 06/25/13 | 287024 VERIZON WIRELESS | C |
| 02 | 00385744 | 260.00 | 06/25/13 | 208078 VIDEO SOUND & LIGHT ENTERPRISES INC. | C |
| 02 | 00385745 | 750.84 | 06/25/13 | 40991 W. W. GRAINGER INC. | C |
| 02 | 00385746 | 122.56 | 06/25/13 | 268755 WELDINGHOUSE, INC. | C |
| 02 | 00385747 | 286.20 | 06/25/13 | 41548 WEST PUBLISHING CORPORATION | C |
| 02 | 00385748 | 145.00 | 06/25/13 | 220833 WINDSHIELDS XPRESS | C |
| 02 | 00385749 | 775.29 | 06/25/13 | 42129 XEROX CORPORATION | C |
| **Total Bank No 02** | | **596,156.15** | | | |
| 03 | 00002175 | 550.00 | 06/25/13 | 362417 BBVA COMPASS BANK | C |
| **Total Bank No 03** | | **550.00** | | | |
| 04 | 00015027 | 40,426.38 | 06/25/13 | 274992 JIMMY CLOSNER & SONS CONSTRUCTION CO. | C |
| 04 | 00015028 | 4,162.80 | 06/25/13 | 234443 R. GUTIERREZ ENGINEERING CORPORATION | C |
| 04 | 00015029 | 56,229.93 | 06/25/13 | 402419 HOLCHEMONT, LTD | C |
| 04 | 00015030 | 157.26 | 06/25/13 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 04 | 00015031 | 2,948.64 | 06/25/13 | 234443 R. GUTIERREZ ENGINEERING CORPORATION | C |
| 04 | 00015032 | 44,169.00 | 06/25/13 | 152005 TEXAS DEPT OF TRANSPORTATION | C |
| **Total Bank No 04** | | **148,094.01** | | | |
| 05 | 00022879 | 1,154,827.00 | 06/25/13 | 209759 PROPRIETARY FUND | C |
| **Total Bank No 05** | | **1,154,827.00** | | | |
| 07 | 00005776 | 281.06 | 06/25/13 | 27057 OFFICE COMMUNICATIONS SYSTEMS | C |
| **Total Bank No 07** | | **281.06** | | | |
| 15 | 00028378 | 6,897.07 | 06/25/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 15 | 00028379 | 6,286.20 | 06/25/13 | 1902 AMIGOS DEL VALLE, INC. | C |
| 15 | 00028380 | 57.94 | 06/25/13 | 344176 BOYS & GIRLS CLUB OF ALAMO, INC. | C |
| 15 | 00028381 | 88.67 | 06/25/13 | 344311 BOYS & GIRLS CLUB OF PHARR | C |
| 15 | 00028382 | 1,968.49 | 06/25/13 | 344257 BOYS AND GIRLS CLUB OF MISSION, INC | C |
| 15 | 00028383 | 1,686.96 | 06/25/13 | 203408 CASA OF HIDALGO CO., INC. | C |
| 15 | 00028384 | 4,199.22 | 06/25/13 | 375446 CATHOLIC CHARITIES OF THE RGV | C |
| 15 | 00028385 | 2,970.73 | 06/25/13 | 255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO | C |
| 15 | 00028386 | 956.36 | 06/25/13 | 122734 CITY OF ALTON | C |
| 15 | 00028387 | 3,364.50 | 06/25/13 | 356778 CRUZ-HOGAN CONSULTANTS, INC. | C |
| 15 | 00028388 | 2,667.28 | 06/25/13 | 274534 DANNENBAUM ENGINEERING CORPORATION | C |
| 15 | 00028389 | 9,835.49 | 06/25/13 | 353531 FOOD BANK OF THE RIO GRANDE VALLEY | C |
| 15 | 00028390 | 21,472.00 | 06/25/13 | 363286 GARZA, RENE D/B/A G & G CONTRACTORS | C |
| 15 | 00028391 | 12.00 | 06/25/13 | 344397 GIRL SCOUTS OF GREATER SOUTH TEXAS | C |
| 15 | 00028392 | 57,970.88 | 06/25/13 | 344834 HIDALGO COUNTY TREASURER | C |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 15 | 00028393 | 1,314.80 | 06/25/13 | 355003 HOPE FAMILY HEALTH CENTER | C |
| 15 | 00028394 | 55,967.40 | 06/25/13 | 404330 JCON CONTRUCTION LLC | C |
| 15 | 00028395 | 2,286.56 | 06/25/13 | 343951 LA UNION DEL PUEBLO ENTERO | C |
| 15 | 00028396 | 33.34 | 06/25/13 | 346772 LEAL, MONICA | C |
| 15 | 00028397 | 1,545.00 | 06/25/13 | 344303 NATIONAL COMMUNITY DEVELOPMENT ASSOC | C |
| 15 | 00028398 | 50.00 | 06/25/13 | 358614 NCDA REGION VI SOUTHWEST | C |
| 15 | 00028399 | 2,412.63 | 06/25/13 | 343714 PROYECTO AZTECA | C |
| 15 | 00028400 | 6,837.80 | 06/25/13 | 344443 SENIOR COMMUNITY OUTREACH SERVICES, INC. | C |
| 15 | 00028401 | 95.49 | 06/25/13 | 396354 TREVINO, ERIC A. | C |
| 15 | 00028402 | 8,087.21 | 06/25/13 | 169498 URBAN COUNTY PROGRAM | C |
| 15 | 00028403 | 32,896.05 | 06/25/13 | 39853 VALLEY CALICHE PRODUCTS, INC. | C |
| 15 | 00028404 | 9,043.03 | 06/25/13 | 41998 WOMEN TOGETHER FOUNDATION INC. | C |
| **Total Bank No 15** | | **241,003.10** | | | |

| | |
|---|---|
| Total Hand Checks (Including Hand Voids) | .00 |
| Total Computer Checks (Including Computer Voids) | 4,015,991.88 |
| Total ACH Checks (Including Voids) | .00 |
| Total Computer Voids | .00 |
| Total Hand Voids | .00 |
| Total ACH Voids | .00 |
| **Grand Total:** | **4,015,991.88** |

| Batch Yr | Batch No | Amount |
|---|---|---|
| 13 | 004038 | 17,840.00 |
| 13 | 004039 | 17,767.50 |
| 13 | 004040 | 21,001.64 |
| 13 | 004041 | 42,675.00 |
| 13 | 004042 | 24,960.00 |
| 13 | 004043 | 37,524.00 |
| 13 | 004053 | 138,474.16 |
| 13 | 004054 | 50,511.22 |
| 13 | 004059 | 1,053,920.60 |
| 13 | 004061 | 37,736.31 |
| 13 | 004062 | 151,716.72 |
| 13 | 004065 | 31,272.36 |
| 13 | 004069 | 71,363.31 |
| 13 | 004070 | 165,046.26 |
| 13 | 004071 | 102,623.52 |
| 13 | 004072 | 94,310.87 |
| 13 | 004078 | 3,751.67 |
| 13 | 004079 | 33,939.41 |
| 13 | 004081 | 1,305,737.80 |
| 13 | 004093 | 29,852.02 |
| 13 | 004101 | 53,428.26 |
| 13 | 004111 | 120,848.15 |
| 13 | 004115 | 1,090.54 |
| 13 | 004116 | 92,238.22 |
| 13 | 004118 | 44,589.18 |
| 13 | 004120 | 241,003.10 |
| 13 | 004132 | 17,815.06 |
| 13 | 004137 | 12,955.00 |

**AI-39135** **2013 Intradept. (line item)Transfers 2. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

---

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

---

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 6/7/13.

---

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/06/2013 04:23 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Mike Escaname Started On: 06/06/2013 08:38 AM

Final Approval Date: 06/21/2013

Date: June 6, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 3-1100-441-00-340-001-0-442 | HEALTH ADM-EQUIP & VEHICLE RENTALS | 3-1100-441-00-340-001-0-626 | HEALTH ADM-GASOLINE/DIESEL | $ 5,000.00 |
| 3-1100-441-00-340-001-0-601 | HEALTH ADM-OFFICE & COMPUTER SUPPLIES | 3-1100-441-00-340-001-0-626 | HEALTH ADM-GASOLINE/DIESEL | $ 5,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Amount | $ 10,000.00 |

**Revenue Account**
Amount Requested: $ 10,000.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-39150** **2013 Intradept. (line item)Transfers 2. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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 6/21/13.

---

Attachments

Revised LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/10/2013 09:51 AM |
| Auditor's Office | Obdett Calzada | 06/21/2013 01:55 PM |
| Obdett Calzada | Obdett Calzada | 06/21/2013 02:12 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Mike Escaname Started On: 06/07/2013 10:03 AM

Final Approval Date: 06/21/2013

Date: June 7, 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 |
| 3-1293-441-00-340-005-0-601 | H.D. ADM-OFFICE & COMPU SUPPL | 3-1293-441-00-340-005-0-661 | H.D. ADM-MINOR OFFICE FURNITURE & EQUIPMENT | $ 700.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Amount | $ 700.00 |

**Revenue Account**
Amount Requested: $ 700.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-39155** **2013 Intradept. (line item)Transfers 2. C.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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. #: 3-1293-441-00-340-013-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/20/2013.

## Attachments

LIT

Sal Proj 6.20.13

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/10/2013 09:53 AM |
| Obdett Calzada | Obdett Calzada | 06/20/2013 02:40 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Mike Escaname Started On: 06/07/2013 11:29 AM

Final Approval Date: 06/21/2013

Date: June 5, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-013-3- TDH PHPSB
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 3-1293-441-00-340-013-3-230 | TDH PHPSB-RETIREMENT | 3-1293-441-00-340-013-3-550 | TDH PHPSB-PRINTING & BINDING | $2,100.00 |
| 3-1293-441-00-340-013-3-640 | TDH PHPSB-REFERENCE MATERIALS | 3-1293-441-00-340-013-3-607 | TDH PHPSB HOUSEHOLD&JANITORIAL SUPPLIES | $410.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Amount | $ 2,510.00 |

**Revenue Account**
Amount Requested: $ 2,510.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**PHEP FY 13**

**GRANT ENDING 08/31/2013**

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

| | | *COST PER PAY PERIOD | REMAINING PAY PERIODS | COST FOR REMAINING PDS | BUDGET BALANCE 6/20/2013 | BUDGET BALANCE 6/20/2013 | ANTICIPATED SURPLUS (DEFICIT) |
|---|---|---|---|---|---|---|---|
| | | | | | 100% | 90% | |
| Salaries-F/T | 113 | $ 17,987.48 | 6.5 | $ 116,918.62 | $ 133,217.11 | $ 119,895.40 | $ 2,976.78 |
| **Sub-Total Pay** | | | | | | | **$ 2,976.78** |
| Health Insurance | 211 | $ 1,892.96 | 6.5 | $ 12,304.24 | $ 14,353.23 | $ 12,917.91 | $ 613.67 |
| Life Insurance | 212 | $ 24.56 | 3 | $ 73.68 | $ 119.91 | $ 107.92 | $ 34.24 |
| Fica | 220 | $ 1,382.54 | 6.5 | $ 8,986.51 | $ 10,800.27 | $ 9,720.24 | $ 733.73 |
| Retirement | 230 | $ 1,888.67 | 6.5 | $ 12,276.36 | $ 16,190.03 | $ 14,571.03 | $ 2,294.67 |
| Unemployment Comp. | 250 | $ 89.94 | 6.5 | $ 584.61 | $ 1,769.02 | $ 1,592.12 | $ 1,007.51 |
| Worker's Comp | 260 | $ 35.27 | 6.5 | $ 229.26 | $ 1,671.02 | $ 1,503.92 | $ 1,274.66 |
| **Sub-Fringes** | | | | | | | **$ 5,958.48** |
| | | **$ 23,301.42** | | **$ 151,373.27** | **$ 178,120.59** | **$ 160,308.53** | **$ 8,935.26** |

Notes:
Cost per Pay Period amounts include the highest amount expensed per pay period during 2013.
**This grant's categorical budget includes the 10% match. The available balance is calculated using only 90% of the budgeted amounts to account for the 10% match that is included in the budgeted amounts.**

Pay Periods Remaining at 06/20/2013:

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

PHEP Summary Exp Report --> Exp Summary Report

PHEP Detail Exp Report -----> Detail Exp Rprt

Prepared by Mike Escaname
Health Human Services Dept.
04/03/2013

**AI-39233** **2013 Intradept. (line item)Transfers 2. D.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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:

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 11:00 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Mike Escaname Started On: 06/13/2013 09:26 AM

Final Approval Date: 06/21/2013

Date: June 13, 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 |
| 3-1293-441-00-340-012-3-661 | IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP | 3-1293-441-00-340-012-3-743 | IMM DIV LOCAL-OFFICE FURNITURE & EQUIPMENT | $ 7,000.00 |
| 3-1293-441-00-340-012-3-661 | IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP | 3-1293-441-00-340-012-3-601 | IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES | $ 3,800.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Amount | $ 10,800.00 |

**Revenue Account**
Amount Requested: $ 10,800.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-39191** **2013 Intradept. (line item)Transfers 2. E.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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 6/18/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/12/2013 09:42 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Mike Escaname Started On: 06/11/2013 05:08 PM

Final Approval Date: 06/21/2013

Date: June 11, 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 |
| 3-1293-441-00-340-005-0-745 | H.D. ADM-COMPUTER EQUIPMENT | 3-1293-441-00-340-005-0-748 | H.D. ADM-OTHER EQUIPMENT | $ 30,000.00 |
| 3-1293-441-00-340-005-0-431 | H.D. ADM-BLDG&OTHR STRUC R&M SRV | 3-1293-441-00-340-005-0-748 | H.D. ADM-OTHER EQUIPMENT | $ 10,700.00 |
| 3-1293-441-00-340-005-0-431 | H.D. ADM-BLDG&OTHR STRUC R&M SRV | 3-1293-441-00-340-005-0-661 | H.D. ADM-MINOR OFFICE FURN & EQUIP | $ 1,200.00 |
| 3-1293-441-00-340-005-0-431 | H.D. ADM-BLDG&OTHR STRUC R&M SRV | 3-1293-441-00-340-005-0-743 | H.D. ADM-OFFICE FURN & EQUIF | $ 4,500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Amount | $ 46,400.00 |

**Revenue Account**
Amount Requested: $ 46,400.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-39378** **2013 Intradept. (line item)Transfers 2. F.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

## Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds as of 6/20/13.

601 - -> 613 = $57.57

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Perla Lopez Started On: 06/20/2013 04:33 PM

Final Approval Date: 06/21/2013

**DATE:** June 25, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Dairen Sarmiento

**DEPARTMENT NAME:** Human Services (1100)

**ACCOUNT NUMBER:** 3-1100-444-00-240-001-0-XXX

**AI - 39378**

**Contact Person:** Perla Lopez **Ph#:** 956-318-2011

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 601 | Office & Computer Suppl | 613 | Safety Supplies | 57.57 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL:** | **57.57** |

**REASON**:
Intradepartmental Transfer to fund the purchase of safety supplies.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-39202** **2013 Intradept. (line item)Transfers 2. G.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Judge Arnoldo Cantu Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: COUNTY COURT #5

## Information

CAPTION

2013 - County Court at Law #5 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-025-001-0-xxx

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

BUDGETARY IMPACT:

Available funds as of 06-18-13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/12/2013 09:54 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Ortiz Started On: 06/12/2013 09:38 AM

Final Approval Date: 06/21/2013

**DATE:** June 12, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Judge Arnoldo Cantu

**DEPARTMENT NAME:** County Court at law # 5

**ACCOUNT NUMBER:** 3-1100-412-00-025-001-0-XXX

**Contact Person:** JoAnna Guerra **Ph#:** (956)318-2460

**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 | 665 | Minor Computer Equipment | $800.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$800.00** |

**REASON**:
**Funds needed to purchase 2 new computers for the courtroom.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

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

**AI-39381** **2013 Intradept. (line item)Transfers 2. H.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Courthouse Security Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2013 - Courthouse Security (1241)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1241-421-23-125-032-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 06/21/2013.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/21/2013 11:29 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Ana Galvan Started On: 06/21/2013 09:52 AM

Final Approval Date: 06/21/2013

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** June 21, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Management for Courthouse Security

**ACCOUNT NUMBER:** 3-1241-421-23-125-032-0-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 | 679 | Other Repair & Maintenance Supplies | $ 1,260.60 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 1,260.60** |

**REASON:** Transfer is needed to pay invoices from correct object code.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-39363** **2013 Intradept. (line item)Transfers 2. I.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2013 - Adult Detention Facility (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Virginia Rodriguez Started On: 06/20/2013 10:46 AM

Final Approval Date: 06/21/2013

**DATE:** 6/24/2013

**DEPARTMENT HEAD:** Guadalupe "Lupe" Trevino

**DEPARTMENT NAME:** Hidalgo County Sheriff's Office

**ACCOUNT NUMBER:** 3-1100-423-21-280-002-0-

**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 |
| 3-1100-423-21-280-002-0- | 336-COMPUTER SERVICE | 3-1100-423-21-280-002-0- | 667-MINOR SOFTWARE | 386.10 |
| 3-1100-423-21-280-002-0- | 619-OTHER MISC. SUPPLIES | 3-1100-423-21-280-002-0- | 601-OFFICE & COMPUTER SUPPLIES | 16,680.30 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | **T O T A L** | | | **$17,066.40** |

**REASON: FUNDS ARE NEEDED TO PURCHASE TELEPHONES AND SHOREWARE APPLICATION SERVER FOR SUBSTATION**

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

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

**AI-39183** **2013 Intradept. (line item)Transfers 2. J.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: ELECTIONS DEPT.

## Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

2013 LIT

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 6/17/13.

## Attachments

619-LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/12/2013 09:40 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rosie Diaz Started On: 06/11/2013 09:32 AM

Final Approval Date: 06/21/2013

**DATE:** June 11, 2013

**2013**
**Transfer**

**AI- 39183**

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

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

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

**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 |
|---|---|---|---|---|
| 550 | Elections Dept-Printing & Binding | 619 | Elections Dept- Other Misc Supplies | $2,500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $2,500.00 |

**REASON**:

**Transfer to pay bill.**

**Approved by**

____/____/____
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-39185** **2013 Intradept. (line item)Transfers** **2. K.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

2013 - Purchasing Dept. (1100)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 6/17/13.

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/12/2013 09:41 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Nielda Cavazos Started On: 06/11/2013 11:18 AM

Final Approval Date: 06/21/2013

**DATE:** **June 11, 2013** **May**

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

**DEPARTMENT NAME:** **Purchasing**

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

**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** |
|---|---|---|---|---|
| | | | | |
| 747 | Software | 664 | other minor equipment | **$325.00** |
| **747** | Software | **619** | other misc.supplies | **$200.00** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$525.00** |

**REASON**: **for meeting room**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**ATTEST COUNTY CLERK**

**AI-39283** **2013 Intradept. (line item)Transfers 2. L.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

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:

Funds available as of 6/19/13.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 02:59 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Teresa Navarro Started On: 06/17/2013 12:43 PM

Final Approval Date: 06/21/2013

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** June 17, 2013

**DEPARTMENT HEAD:** Regina Moreno

**DEPARTMENT NAME:** 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 |
|---|---|---|---|---|
| 890 | Other | 583 | Travel out of County | $ 5,000.00 |
| 535 | Postage | 431 | Bldg & Other Structure R&M Serv. | $ 220.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 5,220.00** |

**REASON:**

Transfer needed to cover Judge Contreras travel expenses and request to secure two doors to Judges' chambers.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE**

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-39328** **2013 Intradept. (line item)Transfers 2. M.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

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:

Funds available as of 6/20/13.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:23 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Teresa Navarro Started On: 06/19/2013 10:45 AM

Final Approval Date: 06/21/2013

DATE: June 19, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 3-1100-412-00-011-~~010-XXX~~ 001 - 0 - XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 535 | POSTAGE | 831 | COURT COSTS&INVESTIGATIONS | $1,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $1,000.00 |

REASON: TO COVER CERTIFIED INTERPRETER COSTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-39286** **2013 Intradept. (line item)Transfers** **2. N.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Noe Martinez Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

2013 - County Court at Law #7 (1100)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 6/19/13.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:06 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Monica Badillo Started On: 06/17/2013 02:14 PM

Final Approval Date: 06/21/2013

**DATE:** June 18, 2013

**DEPARTMENT HEAD:** SERGIO J. VALDEZ

**DEPARTMENT NAME:** COUNTY COURT AT LAW NO. 7

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | OTHER | 601 | OFFICE & COMPUTER SUPPLIES | $1,300.00 |
| 890 | OTHER | 661 | MINOR OFFICE FURNITURE & EQUPMENT | $3,300.00 |
| 890 | OTHER | 342 | INFORMATION & CREDIT SERVICES | $550.00 |
| 890 | OTHER | 831 | COURT COSTS & INVESTIGATION | $400.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | **5,550.00** |

**REASON**: **NEED TO PURCHASE OFFICE FURNITURE AND SUPPLIES**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-39259** **2013 Intradept. (line item)Transfers 2. O.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Norma Kalifa, 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:

Available funds as of 06-18-2013.

## Attachments

revised

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/14/2013 11:32 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Norma Kalifa Started On: 06/14/2013 09:53 AM

Final Approval Date: 06/21/2013

**DATE:** June 14, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Facilities Management

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

**Contact Person:** Norma Kalifa **Ph#:** (956) 289-7853

**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** |
|---|---|---|---|---|
| | | | | |
| 540 | Advertising | 630 | Food | $250.00 |
| 661 | Minor Office Furn & Equp. | 811 | Licenses & Permits | $250.00 |
| 442 | Equip & Vehicle Rentals | 665 | Minor Computer Equipment | $700.00 |
| 661 | Minor Office Furn & Equp. | 665 | Minor Computer Equipment | $2,500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$3,700.00** |

**REASON**:
**Funds needed to purchase Gatorade, Permit and hard drives**

**DEPARTMENT HEAD SIGNATURE** **DATE**

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

**AI-39221** **2013 Intradept. (line item)Transfers 2. P.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Rachel Cavazos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

## Information

CAPTION

2013 - Constable Pct. #3 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-293-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/21/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 11:05 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rachel Cavazos Started On: 06/12/2013 04:02 PM

Final Approval Date: 06/21/2013

**DATE:** June 24, 2013

**DEPARTMENT HEAD:** Lazaro Gallardo, Jr.

**DEPARTMENT NAME:** Constable Precinct 3

**ACCOUNT NUMBER:** 3-1100-421-00-293-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 532 | WIRELESS DEVICES | 583 | OUT OF COUNTY TRAVEL | $ 2,946.80 |
| 581 | TRAVEL IN COUNTY | 584 | REGISTRATION FEES | $ 85.00 |
| 605 | CLOTHING & UNIFORMS | 584 | REGISTRATION FEES | $ 2,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $ 5,031.80 |

**REASON**: TO COVER EXPENSES FOR LEGISLATIVE UPDATES COURSE FOR DEPARTMENT & SOUTH TEXAS JPCA CONFERENCE FEES.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-39317** **2013 Intradept. (line item)Transfers 2. Q.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Angela Garcia, 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:

Available balance as of 06/19/13 - $27,550.00

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:34 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/18/2013 03:01 PM

Final Approval Date: 06/21/2013

# INTRADEPARTMENTAL TRANSFER

**DATE:** June 18, 2013

**DEPARTMENT HEAD:** Comm. H. Palacios

**DEPARTMENT NAME:** Pct. #2 Co. Wide Shop

**ACCOUNT NUMBER:** 3-1200-431-00-122-004-0-xxx

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | |
| 890 | Other | 745 | Computer Equipment | 1,809.17 |
| 890 | Other | 601 | Office & Computer Supplies | $1,078.23 |
| 890 | Other | 748 | Other Equipment | 900.00 |
| 890 | other | 665 | Minor Computer Equipment | 600.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | 4,387.40 |

REASON: purchase of computers and television

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-39323** **2013 Intradept. (line item)Transfers 2. R.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #1

## Information

CAPTION

2013 - Pct. #1 R&B (1200)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 6/19/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:22 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Katia Garcia Started On: 06/18/2013 04:49 PM

Final Approval Date: 06/21/2013

**DATE:** June 18, 2013

**2013**
**Transfer**

**AI-39323**

**DEPARTMENT HEAD:** Commissioner A.C. Cuellar, Jr.

**DEPARTMENT NAME:** Hidalgo County Precinct No. 1 R&B

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 855 | LATE FEES, PENALTIES & FINANCE CHARGES | 343 | LAUNDRY & DRY CLEANING | $200.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $200.00 |

**REASON**:
**Transfer needed to cover anticipated expenditures.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

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

**AI-39400** **2013 Intradept. (line item)Transfers 2. S.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Raul Silguero Jr. Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

---

Information

CAPTION

2013 - Pct. 2 Road Maint. (1200)

BACKGROUND

---

Attachments

lit

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/21/2013 03:55 PM

Final Approval Date: 06/21/2013

# INTRADEPARTMENTAL TRANSFER

**DATE:** June 21, 2013

**DEPARTMENT HEAD:** Comm. H. Palacios

**DEPARTMENT NAME:** Pct. #2 Road. Maint.

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

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | |
| 890 | Other | 532 | Wireless Device | 1,500.00 |
| 890 | Other | 626 | Gasoline/Diesel | $40,000.00 |
| 890 | Other | 673 | R&M Supplies - Roads & Bridges | 30,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | 71,500.00 |

REASON: pay mobile relays, fuel and road materials

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-39296** **2013 Intradept. (line item)Transfers 2. T.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Raul Silguero Jr. Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

2013 - Pct. #2 Adm. (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/19/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:29 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/18/2013 09:23 AM

Final Approval Date: 06/21/2013

# INTRADEPARTMENTAL TRANSFER

**DATE:** June 18, 2013

**DEPARTMENT HEAD:** Comm. H. Palacios

**DEPARTMENT NAME:** Pct. #2 Adm.

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

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| **FROM** | | **TO** | | |
|---|---|---|---|---|
| **OBJECT CODE** | **OBJECT NAME** | **OBJECT CODE** | **OBJECT NAME** | |
| 601 | Office & Comp. Supplies | 607 | Household & Janitorial Supplies | 600.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | 600.00 |

REASON: purchase supplies for office

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-39174** **2013 Intradept. (line item)Transfers 2. U.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #3

## Information

CAPTION

2013 - Pct. #3 Parks (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-123-008-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/17/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/12/2013 09:39 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Norma Ceballos Started On: 06/10/2013 11:42 AM

Final Approval Date: 06/21/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: June 10, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 439 | Pct #3-Parks- Other R&M Services | 432 | Pct #3-Parks- Equip & Veh R&M Srv. | $ 3,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 3,000.00** |

**REASON:** Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-39236** **2013 Intradept. (line item)Transfers 2. V.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #3

## Information

CAPTION

2013 - Pct. #3 Adm. (1200)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 6/18/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:57 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Norma Ceballos Started On: 06/13/2013 10:22 AM

Final Approval Date: 06/21/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: 06/10/13

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1200-431-00-123-004-0-XXX

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

SUBJECT: Intra-departmental Transfer

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

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 890 | Pct #3 Adm. - Other | 671 | Pct #3 Adm-Bldg & Other Struc R&M Supp | $ 500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | **$ 500.00** |

**REASON:** Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-39350** **2013 Intradept. (line item)Transfers 2. W.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #4

## Information

CAPTION

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

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 06/20/13.

433 --> 339 $414.00
433 --> 432 $2,000.00
433 --> 671 $500.00
433 --> 619 $500.00

## Attachments

Rd Maint LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 11:49 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Lopez Started On: 06/19/2013 04:34 PM

Final Approval Date: 06/21/2013

**DATE:** June 24, 2013

**DEPARTMENT HEAD:** Joseph Palacios

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

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

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

# 2013
**Intradepartmental Transfer**

# AI-39350

**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 |
|---|---|---|---|---|
| | | | | |
| 433 | Pct 4 Rd Maint- R&B R&M Service | 339 | Pct 4 Rd Maint- Other Professional Srv | $414.00 |
| 433 | Pct 4 Rd Maint- R&B R&M Service | 432 | Pct 4 Rd Maint- Equip & Veh R&M Srv | $2,000.00 |
| 433 | Pct 4 Rd Maint- R&B R&M Service | 671 | Pct 4 Rd Maint- Bldg & Othr Struc R&M Suppl | $500.00 |
| 433 | Pct 4 Rd Maint- R&B R&M Service | 619 | Pct 4 Rd Maint- Other Misc Supplies | $500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$3,414.00** |

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

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-39165** **2013 Intradept. (line item)Transfers** **2. X.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #4

## Information

CAPTION

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

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 06/10/13.

731 --> 605 $4,500.00

## Attachments

Rd Maint LIT

uniform policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/10/2013 09:54 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Lopez Started On: 06/07/2013 03:37 PM

Final Approval Date: 06/21/2013

**DATE:** June 24, 2013

**DEPARTMENT HEAD:** Joseph Palacios

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

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

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

# 2013
**Intradepartmental Transfer**

# AI- 39165

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 731 | Pct 4 Rd Maint- Roads | 605 | Pct 4 Rd Maint- Clothing & Uniforms | $4,500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$4,500.00** |

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

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**1. POLICY TITLE** Uniform Policy

**2. POLICY STATEMENT**

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

**3. PURPOSE**

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

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

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

**4. GENERAL GUIDELINES**

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

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

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

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

**5. UNIFORM ISSUANCE**

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

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

**6. APPEARANCE IN UNIFORM**

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

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

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

**7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL**

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

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

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

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

**8. CASUAL ATTIRE**

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

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

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

**9. UNACCEPTABLE CASUAL ATTIRE**

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

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

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

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

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

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

**11. CARE AND MAINTENANCE OF UNIFORMS**

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

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

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

**10. IMPROPER UNIFORM WEAR PROHIBITED**

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

**12. TERMINATION OF EMPLOYMENT**

A. When an employee terminates with the County or is transferred into a position of

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

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

**13. POLICY VIOLATION AND REVISION**

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

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

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

**AI-39163** **2013 Intradept. (line item)Transfers 2. Y.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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 06/10/13.

540 --> 605 $604.00

## Attachments

SAN LIT

policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/10/2013 09:53 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Lopez Started On: 06/07/2013 03:14 PM

Final Approval Date: 06/21/2013

**DATE:** June 24, 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-39163

**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 |
|---|---|---|---|---|
| | | | | |
| 540 | Pct 4 Sanitation- Advertising | 605 | Pct4 Sanitation- Clothing & Uniforms | $604.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $604.00 |

**REASON**:
Transfer needed for Pct 4 uniforms.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**1. POLICY TITLE** Uniform Policy

**2. POLICY STATEMENT**

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

**3. PURPOSE**

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

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

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

**4. GENERAL GUIDELINES**

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

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

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

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

**5. UNIFORM ISSUANCE**

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

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

**6. APPEARANCE IN UNIFORM**

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

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

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

**7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL**

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

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

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

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

**8. CASUAL ATTIRE**

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

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

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

**9. UNACCEPTABLE CASUAL ATTIRE**

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

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

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

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

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

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

**11. CARE AND MAINTENANCE OF UNIFORMS**

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

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

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

**10. IMPROPER UNIFORM WEAR PROHIBITED**

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

**12. TERMINATION OF EMPLOYMENT**

A. When an employee terminates with the County or is transferred into a position of

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

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

**13. POLICY VIOLATION AND REVISION**

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

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

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

**AI-39349** **2013 Intradept. (line item)Transfers 2. Z.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #4

## Information

CAPTION

2013 - Pct. #4 Parks (1100)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 06/20/13.

890 --> 665 $942.04
890 --> 855 $500.00
890 --> 603 $200.00
890 --> 664 $699.98
890 --> 601 $2,000.00
890 --> 432 $2,000.00

## Attachments

Parks LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 11:41 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Lopez Started On: 06/19/2013 04:08 PM

Final Approval Date: 06/21/2013

**DATE:** June 24, 2013

**DEPARTMENT HEAD:** Joseph Palacios

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

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

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

# 2013
**Intradepartmental Transfer**

# 39349

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | Pct4 Parks- Other | 665 | Pct4 Parks- Minor Computer Equipment | $942.04 |
| 890 | Pct4 Parks- Other | 855 | Pct4 Parks- Late Fees, Penalties & Fin | $500.00 |
| 890 | Pct4 Parks- Other | 603 | Pct4 Parks- Education/Instruction Supplies | $200.00 |
| 890 | Pct4 Parks- Other | 664 | Pct4 Parks- Other Minor Equipment | $699.98 |
| 890 | Pct4 Parks- Other | 601 | Pct4 Parks- Office & Computer Supplies | $2,000.00 |
| 890 | Pct4 Parks- Other | 432 | Pct4 Parks- Equip & Veh R&M Srv | $2,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$6,342.02** |

**REASON**:
Transfer needed for Pct 4 Parks expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-39337** **2013 Interdepartmental Transfers 3. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Monica Badillo Submitted By: Erika Zamora, COMM. PCT. #2

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Co Wide Adm(1100):
Approval of 2013 interdepartmental transfer from TxDPS to Co Wide Adm-Contingency in the amount of $4,810.00.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-125-011-0-441

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

BUDGETARY IMPACT:

Funds available in TxDPS-Land & Bldg Rental account as of 6/19/13.

## Attachments

Interdept Trsf

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Erika Zamora (Originator) | Erika Zamora | 06/19/2013 02:40 PM |
| Budget & Management | Obdett Calzada | 06/19/2013 03:26 PM |
| Obdett Calzada | Obdett Calzada | 06/19/2013 03:33 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Erika Zamora Started On: 06/19/2013 02:25 PM

Final Approval Date: 06/21/2013

**DATE:** June 25, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**2013**
**Transfer**

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

**ACCOUNT NUMBER:** 3-1100-4XX-00-1X5-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 3-1100-421-00-125-011-0- 441 | TX DPS | LAND & BLDG RENTALS | (4,810.00) |
| TO | | | |
| 3-1100-415-00-115-002-0- 899 | CO WIDE ADM | CONTINGENCY | 4,810.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**
**To partially fund LRGVDC Annual Dues.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

**AI-39338** **2013 Interdepartmental Transfers 3. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Monica Badillo Submitted By: Erika Zamora, COMM. PCT. #2

Department: BUDGET & MANAGEMENT

## Information

CAPTION

LRGVDC (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Contingency to LRGVDC in the amount of $4,810.00 to fund annual dues.

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds pending approval of AI#39337 CC 6/19/13.

## Attachments

Interdept Trsf

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Erika Zamora (Originator) | Erika Zamora | 06/19/2013 02:46 PM |
| Budget & Management | Obdett Calzada | 06/19/2013 03:27 PM |
| Obdett Calzada | Obdett Calzada | 06/19/2013 03:35 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Erika Zamora Started On: 06/19/2013 02:28 PM

Final Approval Date: 06/21/2013

**DATE:** June 25, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**2013**
**Transfer**

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for LRGVDC

**ACCOUNT NUMBER:** 3-1100-41X-00-1X5-00X-0-8XX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 3-1100-415-00-115-002-0- 899 | CO WIDE ADM | CONTINGENCY | (4,810.00) |
| TO | | | |
| 3-1100-419-00-125-007-0- 810 | LRGVDC | DUES & MEMBERSHIPS | 4,810.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**
**To partially fund LRGVDC Annual Dues.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

**AI-39342** **2013 Interdepartmental Transfers 3. C.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Planning Dept Submitted By: Erika Zamora, COMM. PCT. #2

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Planning Department (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Contingency to Planning Department in the amount of $717.66 to fund the purchase of telephone equipment.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-X1X-00X-0-XX9

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

BUDGETARY IMPACT:

Funds from Co Wide Adm-Contingency available as of 6/19/13.

## Attachments

Interdept Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:28 PM |
| Olga Garza | Olga Garza | 06/20/2013 10:54 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Erika Zamora Started On: 06/19/2013 02:54 PM

Final Approval Date: 06/21/2013

**DATE:** June 25, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**2013**
**Transfer**

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

**ACCOUNT NUMBER:** 3-1100-41X-X0-X1X-00X-0-XX9

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 3-1100-415-00-115-002-0- 899 | CO WIDE ADM | CONTINGENCY | (717.66) |
| TO | | | |
| 3-1100-419-10-210-001-0- 619 | PLANNING DEPT | OTHER MISC SUPPLIES | 717.66 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**
**To fund purchase of 3 Shortel button boxes for front office clerks from Richline Technical Services.**

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

**AI-39365** **2013 Interdepartmental Transfers 3. D.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2013 interdepartmental transfer from CO2006 Pct. 4 Drain Imprv Prj- Heavy Equip (Program 036) to CO2006 Pct. 4 Curry Drain (Program 052) and CO2006 Pct. 4 Sunflower Park (Program 132) in the total amount of $106,050.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-124-XXX-0-7XX

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

BUDGETARY IMPACT:

Funds available as of 06/21/13.

Attachments

revised

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 11:57 AM |
| Olga Garza | Olga Garza | 06/21/2013 11:55 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Veronica Lopez Started On: 06/20/2013 11:41 AM

Final Approval Date: 06/21/2013

**DATE:** June 24, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Comm. Joseph Palacios

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

**AI- 39365**

**ACCOUNT NUMBER:** 3-1336-431-00-124-XXX-0-7XX

**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:** | | |
| | | |
| **3-1336-431-00-124-036-0-742** | **CO2006-PCT4 Drain Improv Project- Heavy Equip** | **($106,050.00)** |
| | | |
| **To:** | | |
| **3-1336-431-00-124-133-0-733** | **CO2006-PCT4 Curry Estate- Drainage Ditches** | **$16,780.00** |
| **3-1336-431-00-124-132-0-739** | **CO2006-PCT4 Sunflower Park** | **$89,270.00** |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**
**Transfer needed for WA#1- Curry Estate Drainage Improvement Project and WA#1- Sunflower Park.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE**

**ATTEST COUNTY CLERK**

**AI-39369** **2013 Interdepartmental Transfers 3. E.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Carlos Jasso Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

Pct 2 Border Rd(Ridge-El Gato) (1200):
Approval of 2013 Interdepartmental transfer from Pct 2 Road Maintenance Program (006) into Pct 2 Border Rd (Ridge - El Gato) program (063) in the amount of $ 645,000.00.

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in Pct 2 Rd Maint-Other as of 6/21/13.

## Attachments

Interdept Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/21/2013 04:17 PM |
| Obdett Calzada | Obdett Calzada | 06/21/2013 04:22 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Carlos Jasso Started On: 06/20/2013 12:42 PM

Final Approval Date: 06/21/2013

**DATE:** June 20, 2013

**DEPARTMENT HEAD:** RAUL SILGUERO

**2013**
**Interdepartmental Transfer**

**AI # 39369**

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

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

**CONTACT PERSON:** Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

**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:** | | | |
| 3-1200-431-00-122-006-0- 890 | PCT2 RD MAINT | OTHER | (645,000.00) |
| | | | |
| | | | |
| **TO:** | | | |
| 3-1200-431-00-122-063-0- 731 | PCT 2 BORDER RD(RIDGE-EL GATO) | ROAD | 645,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** Transfer is needed for anticipated expenditures for the Border Road project.

**DEPARTMENT HEAD SIGNATURE**

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

**AI-39391** **2013 Interdepartmental Transfers 3. F.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Raul Silguero Jr. Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Rancho Blanco Rd. (1200):
Approval of 2013 interdepartmental transfer from Pct. #2 Road Maintenance fund (1200) to Pct. #2 Rancho Blanco (1/4M E. Alamo-Tower) fund (1200) in the amount of $1,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-0X6-0-XXX

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

BUDGETARY IMPACT:

Funds available in Pct 2 Rd Maint-Other as of 6/21/13.

Attachments

Interdept Trsf

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/21/2013 04:14 PM |
| Olga Garza | Olga Garza | 06/21/2013 04:58 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/21/2013 11:45 AM

Final Approval Date: 06/21/2013

**DATE:** June 21, 2013

**DEPARTMENT HEAD:** Raul Silguero Jr.

**DEPARTMENT NAME:** Pct. #2 Rancho Blanco Rd. (1/4 E. Alamo-Tower)

**ACCOUNT NUMBER:** 3-1200-431-00-122-0X6-0-XXX

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

**Contact:** ANGELA GARCIA
**Ph#:** 956-787-1891

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 | Pct. 2 Rd. Maint. | Other | (1,000.00) |
| | | | |
| | | | |
| | | | |
| | | | |
| TO | | | |
| 3-1200-431-00-122-086-0-731 | Pct.2 Rancho Blanco (1/4M E Alamo-Tower) | Roads | 1,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | - |

**REASON:**
**To fund Rancho Blanco Road Project**

**APPROVED COMMISSIONERS' COURT**

**DATE**

**AI-39399** **2013 Interdepartmental Transfers 3. G.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Raul Silguero Jr. Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 Minnesota Rd (1200):
Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint. to Pct. 2 Minnesota Road in the amount of $30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-065-0-731

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

BUDGETARY IMPACT:

Funds available as of 6/24/2013.

Attachments

Interdept Transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/21/2013 03:39 PM

Final Approval Date: 06/21/2013

**DATE:** June 25, 2013

**DEPARTMENT HEAD:** Raul Silguero Jr.

**DEPARTMENT NAME:** Pct. #2 Minnesota Road (N I Rd-Maya Dr)

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

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

**Contact:** ANGELA GARCIA
**Ph#:** 956-787-1891

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 | Pct. 2 Rd. Maint. | Other | (30,000.00) |
| | | | |
| | | | |
| | | | |
| | | | |
| TO | | | |
| 3-1200-431-00-122-065-0-731 | Pct. 2 Minnestora Rd (N. I Rd - Maya Dr.) | Roads | 30,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | - |

**REASON:**
**To fund pending invoice.**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**AI-39390** **Interfund Transfers 4. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

**Submitted For:** Raul Silguero Jr. **Submitted By:** Angela Garcia, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Pct. #2 TxDot-Thomas Rd(Jackson-Stewart)Prj(1315):
Approval of 2013 interfund transfer from various Certificates of Obligation 2010 A&B Fund (1342) projects to Pct. #2 TxDot - Thomas Road (Jcksn-Stewart) Fund (1315) Road Project in the amount of $807,366.16.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** See Below

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

**BUDGETARY IMPACT:**

Funds available as of 6/21/2013 in the following accounts:

3-1342-431-00-122-027-0-711
3-1342-431-00-122-039-1-733
3-1342-431-00-122-039-1-841
3-1342-452-00-122-054-0-711
3-1342-452-00-122-054-0-719
3-1342-452-00-122-054-0-739

## Attachments

revised

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/21/2013 04:16 PM |
| Obdett Calzada | Obdett Calzada | 06/21/2013 04:45 PM |
| Purchasing Department | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angela Garcia Started On: 06/21/2013 11:35 AM

Final Approval Date: 06/21/2013

**DATE:** June 21, 2013

**DEPARTMENT HEAD:** Raul Silguero Jr.

**DEPARTMENT NAME:** TxDot -Thomas Road (Jackson - Stewart)

**ACCOUNT NUMBER:** **3-13XX-XXX-0X-XXX-XXX-X-XXX**

**CONTACT PERSON:** Angela Garcia **PHONE:** (956) 787-1891

**2013**
**Interfund Transfer**

**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 |
|---|---|---|---|---|
| 3-1342-431-00-122-027-0- | 711 | CO2010A&B-Pct. 2 Tower Road(Moore-Bali) | ROW | (123,400.00) |
| | | | | |
| 3-1342-431-00-122-039-1- | 733 | CO2010A&B-Pct. 2 C Chavez-ICA PSJA & Alamo | Drainage Ditches | (482,594.82) |
| 3-1342-431-00-122-039-1- | 841 | CO2010A&B-Pct. 2 C Chavez-ICA PSJA & Alamo | Aid to Govt Agency | (101,342.15) |
| | | | | |
| 3-1342-452-00-122-054-0- | 711 | CO2010A&B-Pct. 2 Lopezville Park | ROW | (5,000.00) |
| 3-1342-452-00-122-054-0- | 719 | CO2010A&B-Pct. 2 Lopezville Park | Land | (840.95) |
| 3-1342-452-00-122-054-0- | 739 | CO2010A&B-Pct. 2 Lopezville Park | Other Structures | (94,188.24) |
| 3-1342-491-01-000-315-0- | 891 | Transfers Out | TxDot Projects | 807,366.16 |
| | | | | |
| | | | | |
| 3-1315-391-01-000-342-0- | 000 | Transfers In | Cert of Oblig, 2010A&B | 807,366.16 |
| 3-1315-431-00-122-085-0- | 731 | TxDot - Thomas Rd (Jackson-Stewart) | Roads | 117,544.21 |
| 3-1315-431-00-122-085-0- | 841 | TxDot - Thomas Rd (Jackson-Stewart) | Aid to Govt. Agency | 689,821.95 |
| | | | | |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:** Interfund transfer to transfer funds from 2010A&B Certificates of Obligation Budgets ($807,366.16) into Tx Dot Thomas Rd. (Jcksn - Stewart (1315).

**DEPARTMENT HEAD SIGNATURE**

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

**AI-39331** **Planning Department 5. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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 06-25-13

Pct 2 & 4 Certificate of Plat & Utility Status 06-25-13

Pct 3 Water Service Availability 06-25-13

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:24 PM |
| Olga Garza | Olga Garza | 06/20/2013 11:11 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Irma Castillo Started On: 06/19/2013 11:44 AM

Final Approval Date: 06/21/2013

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | APPLICANT | APPLICATION NO. |
| 1. | FABIOLA SOTO | 1-10295 |
| 2. | EFREN RIVERA JR. | 1-10128 |
| 3. | DAVID ZAMORRANO | 1-9091 |
| 4. | SANDRA R. BALDERAS | 1-10303 |
| 5. | JOSE A. GONZALEZ | 1-10302 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | COMM. COURT: June 25, 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: 1-10295

### 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:** Fabiola Soto

**Address:** 11612 Mile 19 N.
Edcouch, Tx 78538

**Phone:** 502-1790

**Water Supplier:** NWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Engleman Lot # 25,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/30/74);

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: 1-10295

### 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:** Fabiola Soto

**Address:** 11612 Mile 19 N. Rd.
Edcouch. TX.

**Phone:** 502-1790

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

Engleman lot # 25

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

x Fabiola Soto — Requesting Party (Signature)

6/14/13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

6/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10295
Jun. 13, 2013

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

E6290-00-000-0025-00

[1] OWNER: SOTO, GERARDO
SOTO, FABIOLA
11612 MILE 19 N. RD
EDCOUCH TX 78538
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: REST. ZONE AE-29

[7] LEGAL DESC./NAME OF SUBDIVISION
ENGELMAN LOT 25

LOCATION: 0 493 & 19

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN. ELEV. BFE 69.50

Prepared by — Date 6/13/13

Approved by — Date 6/12/13

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: MI
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

**Note 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: you social security or your drivers license number.**

COPY

Date: February 28, 2007

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

Grantee: Gerardo Soto and Fabiola Soto

Grantee's Mailing Address (including county):
123 Mesquite Dr
San Juan, Texas 78589
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 Eighteen Thousand Four Hundred and No Cents ($18,400.00) 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 25, Engelman Resubdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 6, Page 41

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 $750,000.00, payable to the order of Texas Sate Bank McAllen and secured by a deed of trust recorded under file number 1602329, in the official records of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.
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;

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

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

BY: _____
Scot Campbell, President

**(Acknowledgment)**

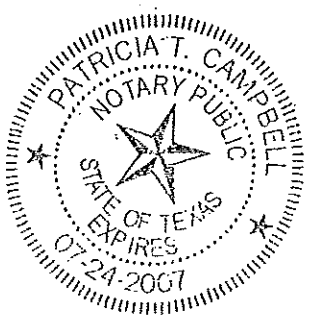
State of Texas
County of Cameron

This instrument was acknowledged before me on the 05th day of February, 2007, by Scot Campbell, President of La Cuesta Sol Development GP LLC, the General Partner, of La Cuesta Sol Development LTD.

_____
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: L-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:** North Alamo Water

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pecan Valley Est. #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 6/23/96);

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 Reyna);

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: 1-10128

### 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:** Efrain 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. 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: 6/18/13

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:**

6/ /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.

Doc-Charge to: VLTC
GF# 133420

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
SHARON LOFTON NELSON

William A. Truitt
WILLIAM A. TRUITT

(ACKNOWLEDGMENT)

State of Hidalgo
County of Texas

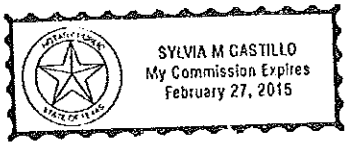
This instrument was acknowledged before me on the 24th day of April, 2013, by **SHARON LOFTON NELSON.**

Sylvia M Castillo
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
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@bizrgv.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: 1-9091

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

Name: David Zamorano

Address: 4309 Zamorano St
Donna Tx 78537

Phone: 956-272-6049

Water Supplier: North Alamo Water

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

Account/ESI No.: 274388.001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Piquito De Oro lot #159,

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 6/8/82);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct (1) 2 3 4

Application No: 1-9091

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

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

PARTY MAKING REQUEST:

**Name:** David Zamorano

**Address:** 4309 Zamorano st

Donna Tx 78537

**Phone:** 956-272-6049

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

Piquito De Oro lot #159

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X David Zamorano — Requesting Party (Signature)

6-17-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

6/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-9091
Jun. 20, 2012

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

P6960-00-000-0159-00

[1] OWNER: ZAMORANO, MARGARITO JR & CAR
RR 1 BOX 1384

DONNA TX 78537-9801
Telephone No. 650-5811

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,584 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PIQUITO DE ORO LOT 159

LOCATION: 0 SIOUX & VALVERDE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 6/20/12

Approved by: Jonathan Tidwell — Date: 6/18/12

Signature of Owner or Applicant: X Dayna De Leon — Date: X 6-20-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

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

Community No.: 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 2011 Aug 12 As 2232221

2232221

# General Warranty Gift Deed

**Date:** August 12, 2011

**Grantor:** MARGARITO ZAMORANO, JR. and CAROLINA ZAMORANO, husband and wife

**Grantor's Mailing Address:** 4309 Zamorano Street, Donna, TX 78537

**Grantee:** DAVID ZAMORANO

**Grantee's Mailing Address:** 2419 Melissa, Weslaco, TX 78596

**Consideration:**

Love of, and affection for, Grantee.

**Property (including any improvements):**

Lot One Hundred Fifty-Nine (159), Piquito de Oro, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 22, Page 124, Map Records, Hidalgo County, Texas

Grantee assumes all unpaid property taxes.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

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 prior years 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, 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.

Recorded On: 2011 Aug 12 At: 2:39:22 PM

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

MARGARITO ZAMORANO, JR.

CAROLINA ZAMORANO

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on August 12, 2011, by MARGARITO ZAMORANO, JR. and CAROLINA ZAMORANO.

Notary Public, State of Texas
My commission expires:

ROBERTO A. GUERRERO
MY COMMISSION EXPIRES
March 15, 2012

| PREPARED IN THE OFFICE OF: | AFTER RECORDING RETURN TO: |
|---|---|
| ROBERTO GUERRERO<br>2217 N. 23rd Street<br>McAllen, Texas 78501<br>Tel: (956) 631-1394<br>Fax: (956) 618-5949 | DAVID ZAMORANO<br>2419 Melissa<br>Weslaco, TX 78596 |

# County of Hidalgo

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

## On-Site Sewerage Inspection Report

Owner: _____ Permit #: 1779

Address: Pajaro De Oro Dr Phone #: _____

Location: Valverde - Lot 159 No. Bedrooms: 3

Tank Type: Concrete

Inside diameter: 5'

Inside length of sides: 5'

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

Airspace (approximately): 3"

Approximate gallon cap.: 2 Tanks 500

**Drain Field:** Trench _____ Bed: _____ Evapotranspiration: _____

Distance from private well: N/A

Distance from foundation: To tank: 5' To drainfield: 5'

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

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

Backfill material: lb: _____ II: ✓ III: _____

**Dimensions:** 200 X 5 = 1500 Sq. Ft.

**Gravel:** Natural: _____ Crushed: _____ Washed: ✓

Amount: 20 yards, or Tons (per installation)

**Pipe:** Type: PVC Brand (if known): ? Number of feet: 200'

**General conditions and Workmanship:**

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

Installer: J. A. Construction License No.: 1350

Remarks: Tank 1 of 2 with partition

TNRCC

Inspector: _____ Date: 1-31-2013

D.R. Lic. # _____

# 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: 1-10303

## 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:** Sandra R Balderas

**Address:** 9709 Nogal St Mercedes TX 78570

**Phone:** 956-628-6009

**Water Supplier:** N. Alamo Water

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: San Jacinto Est #5 lot # 38 ,

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 6/22/09 );

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct (1) 2 3 4

Application No: 1-10303

### 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:** Sandra P Baldenas

**Address:** 9709 Nogal St
Mercedes, Tx 78570

**Phone:** 956-628-6009

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

San Jacinto Est #5 lot #38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Sandra P Baldenas — Requesting Party (Signature)
6-12-2013 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

6/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10303
Jun. 17, 2013

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

S0669-05-000-0038-00

[ 1] OWNER: BALDERAS, SANDRA R.
9709 NOGAL
MERCEDES TX 78570

Telephone No. 628-6009

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

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

[ 6] USE OF BUILDING: NEW RES ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST #5 LOT 38
X-25

LOCATION: 0 1015 & 13 1/2 N

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 35' SIDE 6' WESTCORNER 10'
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 6-17-13

Approved by — Date: 6-17-13

Sandra R Balderas — Date: 6-17-2013
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: 0150 Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 8, 2010

Grantor: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

Grantee: Sandra Balderas

Grantee's Mailing Address (including county):
9709 Nogal Street
Mercedes, Texas 78570
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-Four Thousand Six Hundred Dollars and No Cents ($34,600.00), 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 Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 38, San Jacinto Estates No. 5, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased 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 2008-1932614. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515; and
13. 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.

San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

BY: _____
Jacinto Garza, President

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 8 day of March, 2010, Jacinto Garza, President of San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

AMANDA V. ZAMORA
MY COMMISSION EXPIRES
November 21, 2012

_____
Notary Public, State of Texas



**After Recording Please Return to:**
**San Jacinto Enterprises, L.L.C.**
**900 S. Stewart Rd. Suite 12**
**Mission, Texas 78572**

San Jacinto Enterprises

# San Jacinto Estates No. 05 Subdivision

Date: June 10, 2013

Hidalgo County
Permit Department

Re: San Jacinto Estates No. 05 Subdivision

To Whom it May Concern:

Let it be known that the following customer Sandra Balderas, for lot # 38, San Jacinto Estates No. 05 Subdivision has complied with subdivision building restrictions. Please issue out a permit. Should you have any questions, please contact our office at (956)583-1129.

Type of Improvement: 1200 sq ft Wood Frame home

Thank you,

Jacinto Garza, President
San Jacinto Enterprises, LLC

# 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: 1-1030Z

## 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:** Jose A. Gonzalez

**Address:** 1206 Sanfrancisco
San Juan, Tx. 78589

**Phone:** 956) 783-0377

**Water Supplier:** NA WSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Verdes lot # 19 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/21/07 );

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 Peena );

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: 1-10302

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

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

PARTY MAKING REQUEST:

**Name:** Jose A Gonzalez

**Address:** 1206 Sanfrancisco
San Juan, Tx. 78589

**Phone:** (956) 783-0377

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

Pastos Verdes lot # 19

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria I Gonzalez 6-14-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

___ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
__x__ 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:**

6/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10302
Jun. 14, 2013

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

P4409-00-000-0019-00

[ 1] OWNER: GONZALEZ. JOSE A.
MIRELES DE GONZALEZ, MARIA I.
1206 SAN FRANCISCO
SAN JUAN TX 78589
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 2,709 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PASTOS VERDES LOT 19

LOCATION: 0 VALVERDE & SIOUX

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: META

[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:25' REAR:35' SIDE:6' CORNER:15'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 6/14/13

Approved by — Date 6/13/13

Signature of Owner or Applicant — Date 6/14/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

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

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

## [ NOTICE ]

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

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

# SPECIAL WARRANTY DEED

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: your social security or your drivers license number.

Date: March 8, 2013

Grantor: La Cuesta Sol Development Ltd

Grantor's Mailing Address:

1210 E Tyler
Harlingen, Texas 78550
Cameron County

Grantee: Jose A Gonzalez and Maria Isabel Mireles De Gonzalez

Grantee's Mailing Address (including county):

1206 San Francisco
San Juan, Texas 78589
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged.

Property (including any improvements):

> Lot 19, Pastos Verdes Subdivision, as shown on the map or plat thereof, filed for record in the Office of the Hidalgo County, Texas, under Volume 53 Page 181-183, Map Records, Hidalgo County, Texas .

Reservations from and Exceptions to Conveyance and Warranty:

1. **All lots must be used for single-family residential purposes only.**
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 8 day Of March 2013, by Maria Isabel Mireles De Gonzalez.

JOHN M. GORENA
Notary Public, State of Texas
My Commission Expires
October 08, 2013

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the _____ day of March 2013, by Scot Campbell, President of La Cuesta Sol Development GP LLC, General Partner of La Cuesta Sol Development Ltd .

JOHN M. GORENA
Notary Public, State of Texas
My Commission Expires
October 08, 2013

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

La Cuesta Sol Development Ltd
1210 E Tyler
Harlingen, Texas 78550

| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| | | |
| 1. | Juan & Elizabeth Vega | 4-12384 |
| 2. | Felipe Flores | 4-12350 |
| 3. | Jose R. Gomez | 4-12072 |
| 4. | Martin Villanueva Construction | 4-12487 |
| 5. | Zenaida Castro | 4-5975 |
| 6. | Martha Lopez | 2-1484 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | COMM. COURT: June 25, 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: 4-12384

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

Name: Juan & Elizabeth Vega

Address: 2809 Quail Ave. McAllen Tx 78504

Phone: 956-686-4921

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

Water Supplier: City of Edinburg

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: 666332-005

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Novillos Subdivision, Lot #34,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/20/05);

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

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

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

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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: 4-1233-1

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

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

PARTY MAKING REQUEST:

Name: Juan & Elizabeth Vega

Address: 2809 Quail Ave.
McAllen, Tx 78504

Phone: 956-686-4921

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

Los Novillos Subdivision, Lot #34

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: 6-18-2013

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

06/14/13 — **Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12384
May. 3, 2013

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

L6309-00-000-0034-00

[ 1] OWNER: VEGA, JUAN & ELIZABETH

2809 QUAIL VE.
EDINBURG, TX. 78504
Telephone No. 227-8624

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

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

[ 5] SIZE OF STRUCTURE: 2,974 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOVILLOS LOT 34

LOCATION: 0 281 & FLORAL

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 15'
REAR 50'. 18" ABOVE TOP OF ST.

Prepared by — Date: 05/03/13

Approved by — Date: 04/26/13

Signature of Owner or Applicant — Date: 5-3-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0125 Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

EDWARDS ABSTRACT
GF # 783072-mlc

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: February 6, 2013

Grantor: KCJC REAL ESTATE PARTNERSHIP, LTD.,
A TEXAS LIMITED PARTNERSHIP

Grantor's Mailing Address (including county): P. O. Box 4424
McAllen, Texas 78502
Hidalgo County, Texas

Grantee: JUAN VEGA and wife, ELIZABETH VEGA

Grantee's Mailing Address (including county): 2809 Quail Avenue
McAllen, Texas 78504
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-SIX THOUSAND AND NO/100THS DOLLARS ($56,000.00) payable to the order of KCJC REAL ESTATE PARTNERSHIP, 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 Thirty-four (34), Los Novillos Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 10-14, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NO. 1580282, OFFICIAL RECORDS AND VOLUME 49, PAGES 10-14, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated April 2, 1948, recorded in Volume 83, Page 47, Oil and Gas Records, dated June 18, 1977, recorded in Volume 1535, Page 825, dated December 19, 1980,

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.

KCJC REAL ESTATE PARTNERSHIP, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: KCJC I, INC., A TEXAS CORPORATION,
Its General Partner

BY: _____
JOSE M. GUERRA, PRESIDENT

**(Acknowledgment)**
State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 19th of February, 2013, by JOSE M. GUERRA, PRESIDENT of KCJC I, INC., A TEXAS CORPORATION, on behalf of said corporation, and the corporation acknowledged this instrument as General Partner, on behalf of KCJC REAL ESTATE PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP.

NORMA L CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JUAN VEGA and wife, ELIZABETH VEGA
2809 Quail Avenue
McAllen, Texas 78504

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 783077;NLC:bc

# 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: 4-12350

## 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: | | 401505 |
| Date Approved: | / / | 6 / 18 / 13 |

Name: Felipe Flores

Address: 127 Paseo del Sol
Alamo Tx. 78156

Phone: (956) 878-5302

Water Supplier: North alamo Water

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

Account/ESI No.: #273620-001

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Rancho Escondido Lot #40

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 9-13-1982);

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

Yes ~~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; 5/20/13 (verified by _____);

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 5/20/13 (verified by _____);

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

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-12350

### 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:** Felipe Flores

**Address:** 127 Paseo del Sol
Alamo TX 78516

**Phone:** (956)878-5302

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

Rancho Escondido Lot # 40

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Felipe Flores
Requesting Party (Signature)

4/29/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

06/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12350
Apr. 26, 2013

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

R1060-00-000-0040-00

[ 1] OWNER: FLORES, MAGALY Z. & FELIPE C

208 WEEPING WILLOW
CIBOLO, TX. 785108
Telephone No. 878-5302

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,996 Sq. Ft.

[ 6] USE OF BUILDING: RES.HOME.ZONE.B-01

[ 7] LEGAL DESC./NAME OF SUBDIVISION
RANCHO ESCONDIDO LOT 40

LOCATION: 0 CESAR CHAVEZ & 495

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6'
REAR 15' . 18" ABOVE CNTR LINE OF ST

Prepared by _____ Date 04/26/13

Radolfo Rios _____ Date 04/17/13
Approved by

David Kein _____ Date 4-26-13
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . $30.00

Light [ ] Water [ ]

Flood Zone: MI
Panel No. /Suffix:_____ Pct: 2

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.

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, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

EXECUTED on this the **25th** day of **May, 2010.**

Lucina Hueramo Ortiz
LUCINA HUERAMO ORTIZ

STATE OF TEXAS §
COUNTY OF COMAL §

This instrument was acknowledged before me on this the **25th** day of **May, 2010**, by **LUCINA HUERAMO ORTIZ.**

STEVE D. TAYLOR
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 4/20/2013

Notary Public in and for the State of Texas

4134.deeds

COPY

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

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

THAT **LUCINA HUERAMO ORTIZ, not joined herein by her spouse because the herein conveyed property forms no part of any property claimed as homestead,** hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **MAGALY Z. FLORES and husband, FELIPE C. FLORES, whose address is 208 Weeping Willow, Cibolo, Texas, 78108,** hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following described property situated in Hidalgo County, Texas, to-wit:

> All of **Lot 40, RANCHO ESCONDIDO SUBDIVISION,** Hidalgo County, Texas, according to the map recorded in **Volume 22, page 160,** Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

This conveyance is made subject to, all and singular, the mortgages, restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Hidalgo County, Texas.

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-12072

## 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: Jorgeba, LLC.

Name: Jose R. Gomez

Address: 312 W. VanWest
Edinburg, Tx
78541

Phone: 956 681 7085

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | Sewer Tap |
| Date Approved: | / / | 6 / 17 / 13 |

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789430466209

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Lot #66, Caledonia Estates PH 1,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/08/2007);

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

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6/17/13);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6/17/13);

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

Maria Gega
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: 4-12072

### 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: Jorgobra, LLC

**Name:** Jose R. Gomez

**Address:** 312 W. Van Week
Edinburg, Tx 78541

**Phone:** 956 6817085 ; 956 7890339

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

Lot #66 Caledonia Estates PH1. / 4112 Sherman St Edinburg Tx, 78542

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jorgobra LLC
c/o
Requesting Party (Signature)

Jan 17/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

01/17/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12072
Jan. 29, 2013

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

C0345-01-000-0066-00

[ 1] OWNER: JORGOBRA, LLC.

312 W. VANWEEK
EDINBURG, TX. 78542
Telephone No. 681-7085

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 2,257 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
CALEDONIA EST. LOT 66

LOCATION: 0 107 & C. CHAVEZ

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $87,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 22'

Prepared by — Date 1/29/13

Approved by — Date 1/24/13

Signature of Owner or Applicant — Date 1/29/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0180334 Pct: 4

Community No.: 480345 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 OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

# WARRANTY DEED WITH VENDOR'S LIEN

**Date:** 11/05/12

**Grantor:** CALEDONIA ESTATES CORPORATION PHASE I, a Texas Corporation.

**Grantor's Mailing Address:** 301 N. Main, Suite #6
McAllen, TX 78501
Hidalgo County, Texas

**Grantee:** JORGOBRA, LLC.

**Grantee's Mailing Address:** 312 W. VANWEEK
EDINBURG, TX. 78539
Hidalgo County, Texas

**Consideration:** Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty One Thousand Dollars and No Cents ($21,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The purchase Note is secured by vendor's lien retained in this deed and by a deed of trust of even date to Roxanna Salinas, Trustee.

**Property (including any improvements):**

All of Lot 66, CALEDONIA ESTATES SUBDIVISION PHASE I, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in volume 53, Page 52, Map Records in the Office of County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

**1st Lien Holder:** LONE STAR NATIONAL BANK

**Reservations from and Exceptions to Conveyance and Warranty.**

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any encroachments or overlapping of improvements;
7. All rights, obligations, and other matter 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;
8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
9. 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;
10. All Easements, restrictions, set back lines, drainage Swale requirements, and other matters shown on the plat of Caledonia Estates Subdivision Phase I, as shown on the plat thereof, recorded in Volume 53, Page 52, Map records of Hidalgo County, Texas; and
11. Subdivision Restrictions filed of 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 minerals and removing the same there from.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor's successors and assigns, (to the fullest extent permitted by law) all water 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, executor, administrators, successor, 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, except as to the reservations from and exceptions to warranty, when the claim in 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 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; any (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 will become absolute.

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

CALEDONIA ESTATES CORPORATION PHASE I, a Texas Corporation,

RICARDO R. SALINAS – President

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on 30th day of May, 2012, By RICARDO R. SALINAS, President of CALEDONIA ESTATES CORPORATION PHASE I, a Texas Corporation, on behalf of said corporation.

SONIA LONGORIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-16-2016

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Ricardo R. Salinas
301 N. Main Suite #6
McAllen, TX 78501



WDwVL Cal I #66

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 4-12487

## 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: | Electricity | |
| Date Approved: | 6/17/13 | / / |

Name: Martin Villanueva Construction

Address: 5804 N 23RD ST
McAllen TX 78504

Phone: 956-686-7636

Water Supplier: N/A

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

Account/ESI No.: 67124-296

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:

Lot 172, La Puerta Subdivision, 3108 La Puerta Ave

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 08/10/04);

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 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; (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

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

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

Precinct 1 2 3 4

Application No: 4-12487

## 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: Martin Villanueva Construction LLC

Address: 5804 N 23RD ST
McAllen TX 78504

Phone: 956-686-7636

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

Lot 122 La Puerta Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

x _____
Requesting Party (Signature)

06/19/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

06/19/13
**Date**

_____
**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-12487
Jun. 6, 2013

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

L1770-01-000-0122-00

[ 1] OWNER: VILLANUEVA, MARTIN CONST.

5804 N. 23RD ST.
MCALLEN, TX. 78504
Telephone No. 686-7636

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: SHAR

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

[ 5] SIZE OF STRUCTURE: 2,731 Sq. Ft.

[ 6] USE OF BUILDING: RES X-01

[ 7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 122

LOCATION: 0 107 & WARE

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $95,585

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' SIDES 6' REAR 15'
FINIFH FLOOR ELEV. 18" TOP OF CURB

Prepared by — Date: 6-6-13

Approved by — Date: 06/06/13

Signature of Owner or Applicant — Date: 6-6-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

CHARGE TO: VLTC
GF #134108 (AR)

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

# SPECIAL WARRANTY DEED

**Date:** May 20, 2013

**Grantor:** INTER NATIONAL BANK

**Grantor's Mailing Address:**

1801 S. 2nd Street
McAllen, Texas 78503
Hidalgo County

**Grantee:** MARTIN VILLANUEVA CONSTRUCTION, LLC, a Texas Limited Liability

**Grantee's Mailing Address (including county):**

5804 N. 23rd Street
McAllen, Texas 78504
Hidalgo County

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

**Property (including any improvements):**

All of Lot 122, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62 thru 67, 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

INTER NATIONAL BANK

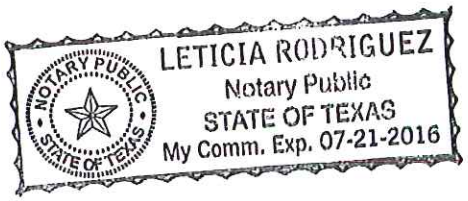
By: _____
Marin Espinoza,
Executive Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 21st day of May, 2013, by Marin Espinoza, Executive Vice-President of INTER NATIONAL BANK.




_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Ciro Ochoa, Jr.
2121 E. Griffin Pkwy., Suite 16
Mission, Texas 78572
GF #134108/AR;rg

AFTER RECORDING RETURN TO:
Martin Villanueva Construction, LLC
5804 N. 23rd Street
McAllen, Texas 78504

# 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: 4-5975
02-26-07

### 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: Zenaida Castro

Address: 234 Shawnee Trail
Alamo Tx
78516

Phone: (956) 782-7022

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | 44821 |
| Date Approved: | / / | 6/19/12 |

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:
North Alamo Village Lot 27 ,

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 7-21-1981 );

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 Mimi Gal );

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 6-19-12 Ruben Hinojosa );

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 6-19-12 Ruben Hinojosa );

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

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: 4-5975

02-26-07

## 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:** Zenaida Castro

**Address:** 234 Shawnee Trail
Alamo Tx 78516

**Phone:** (956)782-7022

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

North Alamo Village Lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

tZenaida castro 6-19-03
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:**

06/19/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-5975
Feb. 26, 2007

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

N3300-00-000-0027-00

[ 1] OWNER: CASTRO, CAYETANO

RR 1 BOX 1020
ALAMO, TX 78516-9626
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

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

[ 6] USE OF BUILDING: RESIDENTIAL

[ 7] LEGAL DESC./NAME OF SUBDIVISION
NORTH ALAMO VILLAGE LOT 27

LOCATION: 0 TOWER & SIOUX

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: BRIC

[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 SETBACKS & REGULATIONS COUNTY
RULES BEFORE GIVING UTILITIES
FRONT:25 SIDE:6 REAR:15

Prepared by — Date: 02/26/07

Approved by — Date: 2-26-07

Signature of Owner or Applicant — Date: 2-26-07

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$0.00**

Light [X] Water [X]

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

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.

1372151

# Warranty Deed

Date: August 16, 2004

Grantor: Maximo Torres and Gloria Beatriz Torres (H&W)

Grantor's Mailing Address (including county):

RR 1 Box 1058
Alamo, Texas 78516

Grantee: Cayetano Castro and Zenaida Castro

Grantee's Mailing Address (including county):

RR 1 Box 1020
Alamo, Texas 78516

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantee(s) herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Lot 27, North Alamo Village Hidalgo County, Texas, according to the map recorded in vol. 21, pg. 193, Map records in the office of the county of Hidalgo County, Texas.

Strike any of the following information from this Natural Person, you may Remove or Record in the public Records: Your Social Security Number or Your Driver's License Number. Reservations from the Exceptions to conveyance and Warranty:

1: SUBJECT TO all mineral reservations, if any, of record;
2: SUBJECT TO oil and gas leases, if any, of record;
3: SUBJECT TO easements and building restrictions and conditions, if any, of record;
4: SUBJECT TO all easements, rules, regulations and rights in favor of water improvement district if any, of record
5: SUBJECT TO all visible easements, if any.

SAVE AND EXCEPT: seller reserves all oil gas and other minerals in, under and that they may be produced from said property and not heretofore reserved or conveyed by previous grantors

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

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

Maximo Torres

Maximo Torres

Gloria B. Torres

Gloria Beatriz Torres

Cayetano Castro

Cayetano Castro

Zenaida Castro

Zenaida Castro

Sworn and Subscribed before me this 16 of August of the year 2004

Salvador J.R. Rangel III

SALVADOR J.R. RANGEL III NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-24-2007

My commission expires 2-24-2007

# 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: Z-1484

## 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: Martha Lopez

Address: 3301 San Felipe st
San Juan Tx
78589

Phone: (956) 905 5874

Water Supplier: N/A

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

Account/ESI No.: ~~#~~ 2744133-001

[ ] Temporary Pole [ ] Permanent Service

☑ mobile Home

regarding the land described as: El Dorw Heights Lote 211 Phase III ,

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 01/20/10);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


Main Office
1304 South 25th Street
Edinburg, Texas 78542
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: 2-1484

### 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:** Martha López

**Address:** 3301 San Felipe St
San Juan Tx, 78589

**Phone:** (956) 905-5874

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

Lot 211, Phase III

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Martha López — Requesting Party (Signature)
6-19-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

06/19/13 — **Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 2-1484
May. 24, 2013

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

E5038-03-000-0211-00

[ 1] OWNER: PENA, JUAN A. & MARTHA A.

3301 SAN FELIPE ST.
SAN JUAN, TX. 78589
Telephone No. 905-5874

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: MOVED BUILDING
45- MOBILE HOME ADD. & RENOVATIONS

[ 5] SIZE OF STRUCTURE: 1,280 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS PH.3 LOT#211

11/30/05M194173001/F/T

LOCATION: 0 C.CHAVEZ & ELDORA

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.
FRONT20' SIDE 6' REAR 20'.

Prepared by _____ Date 05/24/13

E. Villegas Approved by _____ Date 05/24/13

Martha Lopez Signature of Owner or Applicant _____ Date 05-24-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0125 C Pct: 2

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.

2410929

# WARRANTY DEED

**Know all Men by these Presents** That LEONARDA GONZALEZ, of the city/town of EDINBURG in State of TEXAS Grantor(s)"), for the consideration of Ten Dollars($ 10.00) received to his/her/their full satisfaction, grant(s) with general warranty covenants and with a full release of all rights of dower in the real property to JUAN A. PEÑA and MARTHA A. LOPEZ de PEÑA, husband and wife, ("Grantees(s)"). whose tax-mailing address is 2810 SAN GABRIEL ST, SAN JUAN, TEXAS 78589 the following real property:

The real property located at LOT 211, SAN FELIPE ST, ELDORA HEIGHTS MOBILE HOME SUBDIVISION, PHASE III, SAN JUAN, HIDALGO COUNTY, TEXAS and described as follows:

Legal Description

Property (including any improvements):

**Lot(s) 211, Eldora Heights Mobile Home Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 44, Pages 64 and 65, Map Records, Hidalgo County, Texas.**

Subject to restrictions, conditions, limitations, reservations, and easements, if any, of record.

Permanent Parcel Records: **E5038-03-000-0211-00**
Document Number Recorded: **2410586**

To have and to hold the above-granted and bargained premises, with the appurtenances thereunto belonging, unto Grantee(s), his/her/their heirs and assigns forever.

And Grantor(s) for him/herself/themselves and his/her/their heirs and assigns, hereby covenant to Grantees, his/her/their heirs and assigns, that at an until the unsealing of these presents, he/she/they is/are well seized of the above-described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner aforesaid, and that the same is free and clear from all encumbrances whatsoever except easements, restrictions, reservations, conditions and other matters of record, taxes an assessments, both general and special, tenants in possession and zoning ordinances, and that Grantor(s) will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee(s), his/her/their successors and assigns, against all lawful claims and demands whatsoever except as aforesaid.

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s), on the 10th day of May 2013

Leonarda Gonzalez
Signature of seller/grantor

Signature of other seller/grantor (if applicable)

.....

**(ACKNOWLEDGEMENT)**

STATE OF TEXAS

COUNTY OF HIDALGO

Before me a Notary Public in and for said County and State, personally appeared Leonarda Gonzalez, the person or person(s) listed above as a Seller(s)/Grantor(s), who acknowledged that she/he/they did sign the foregoing instrument and that the same is her/his/their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal,
this 10th day of May, 2013.

Veronica Esparza
Notary Public
My commission expires on: March 20, 2016

VERONICA ESPARZA
Notary Public, State of Texas
My Commission Expires
March 20, 2016

.....

*After Recording Return to:*
*JUAN A. PEÑA and MARTHA A. LOPEZ de PEÑA*
*2810 SAN GABRIEL ST.*
*SAN JUAN, TX 78589*

| | PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | MICAELA HERNANDEZ RODRIGUEZ | 3-13806 |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| | | |
| | COMM. COURT: JUNE 25, 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: 3-13806
6/12/13

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

Upon the application of:

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| Inspection/Permit No: | Authorized Signature | Authorized Signature: Contrerras |
| Date Approved: | / / | Sewer 6/12/2013 |

Name: Micaela Hernandez Rodriguez

Address: 3201 Arco Iris St
Mission TX
78574

Phone: 956 563 6577

Water Supplier: Agua SUD

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

Account/ESI No.: 10032789 4 -

[ ] Temporary Pole [X] Permanent Service

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

Arco Iris Lot 37

*[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 6/12/13
Planning Department Authorized Signature

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

# PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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: 3-138066/12/13

## 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 Micaela Hernandez Rodriguez,

Known to me [*or* proved to me in the oath of Texas ID Card *or* through ID # 34711096 (*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: Arco Iris Lot 37."

*[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 June 12, 2013 to certify which, witnesses my hand and seal of office.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

GF# 78582 EDWARDS ABSTRACT 23

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

# WARRANTY DEED

**Date:** April 2, 2013

**Grantor:** ONESIMO G. GONZALEZ aka ONESIMO G GONZALES, a single person

**Grantor's Mailing Address (including county):** 1121 Grapefruit Blvd.
Coachella, California 92336
Riverside County, California

**Grantee:** TOMAS SALINAS CHAVERO and wife, MICAELA HERNANDEZ SALINAS

**Grantee's Mailing Address (including county):** 3201 Arco Iris Street
Mission, Texas 78574
Hidalgo County, Texas

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

**Property (including any improvements):**

Lot Thirty-seven (37), ARCO IRIS SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 22, Page 24, Map Records, Hidalgo County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument recorded in Volume 1371, Page 244, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated May 25, 1984, recorded in Volume 2004, Page 46, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease(s) dated July 15, 2004, recorded under Clerk's File No. 1360889, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and Right of Way dated April 6, 1959, recorded in Volume 944, Page 576, Deed Records, Hidalgo County, Texas.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 6.

# ACKNOWLEDGMENT

---

State of California
County of RIVERSIDE }ss.

On APRIL 4, 2013 before me, Sharon Atwell, Notary Public,

personally appeared ONESIMO G. GONZALES

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon Atwell
Signature

SHARON ATWELL
COMM. # 1921678
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES FEB. 5, 2015

(seal)

---

## OPTIONAL INFORMATION

Date of Document 4-2-13

Type or Title of Document WARRANTY DEED

Number of Pages in Document TWO (2)

Type of Satisfactory Evidence
- ✓ Paper Identification
- _____ Credible Witness(es)

Capacity of Signer(s)
- ✓ Individual(s)
- _____ Trustee(s)
- _____ Power of Attorney
- _____ CEO / CFO / COO
- _____ President / Vice-President / Secretary / Treasurer
- _____ Other: _____

Other Information: _____

# Chapter 232 Texas LGC Application

APPLICATION NO: 3-13806
Jun. 12, 2013

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

A5530-00-000-0037-00

[ 1] OWNER: SALINAS, TOMAS CHAVERO
SALINAS, MICAELA HERNANDEZ
3201 ARCO IRESST.
MISSION TX. 78574
Telephone No. 563-6577

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: AGUA

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

[ 5] SIZE OF STRUCTURE: 560 Sq. Ft.

[ 6] USE OF BUILDING: RES. M/H ZONE-C

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ARCO IRIS LOT 37
C-44

LOCATION: 0 LA HOMA AND 2 1/2 MILE

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

**Special Conditions: No construction allowed over any easements.**
FRONT 25' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 6/12/13

Approved by — Date: 6/10/13

Signature of Owner or Applicant — Date: 6/12/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0400 C Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

**AI-39268** **Right of Way 6. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

## Information

CAPTION

North Alamo Water Supply Corporation:
1. Jesus Bazan Street bore road for a 4 inch sewer service.

BACKGROUND

## Attachments

Permit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:04 PM |
| Olga Garza | Olga Garza | 06/20/2013 11:25 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rebecca Gomez Started On: 06/14/2013 02:41 PM

Final Approval Date: 06/21/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 25th day of June, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:
North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- Jesus Bazan Street bore road for a 4 inch sewer service.

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

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

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

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

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

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

**AI-39351** **Right of Way 6. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

## Information

CAPTION

Agua Special Utility District:
1. Agua SUD proposes to install two waterline bores, of 1" waterlines with 2" PVC casings, 25 ft. across Jose Garcia Street in Los Ebanos, Texas, approximately 300 feet north of Federico Flores Street.

BACKGROUND

## Attachments

Agua Los EBANOS

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 11:54 AM |
| Obdett Calzada | Obdett Calzada | 06/20/2013 04:20 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rebecca Gomez Started On: 06/19/2013 04:34 PM

Final Approval Date: 06/21/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 25 day of June, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

- Agua SUD proposes to install two waterline bores, of 1" waterlines with 2" PVC casings, 25 ft. across Jose Garcia Street in Los Ebanos, Texas, approximately 300 feet north of Federico Flores Street.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 1" water line along the above described public road being conditioned that Permittee agrees that:

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

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

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

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

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

**AI-39343** **Comm. Court Executive Office 7. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #044695

BACKGROUND

## Attachments

form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:28 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Monica Badillo Started On: 06/19/2013

Final Approval Date: 06/21/2013

Employee # 044695

# SIMPKINS & ASSOCIATES
# HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan

Participant Name [redacted] es

Address 4 [redacted] r. Edbg TX [redacted]

Social Security No. [redacted] ytime Phone No. ( [redacted]

**SECTION I – Harda**

I understand that this w [redacted] to financial hardship on the withdrawal is nece [redacted] eavy financial need. I represent that I have obtained all distributions, other than [redacted] ship, and all other non-taxable loans currently available to me under the Plan, as [redacted] the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? _____ If so what was the amount taken $ _____

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

PARTICIPANT SIGNATURE X Rafael Garcia Date 6/19/13

**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-39196** **Tax Refunds 8. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

| Account Number | Payer | Amount |
|---|---|---|
| M0359.00.000.0003.00 | Gracy Title, A Stewart Company | $12,966.45 |

BACKGROUND

## Attachments

ComCourt06252013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:52 AM |
| Obdett Calzada | Obdett Calzada | 06/13/2013 11:30 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

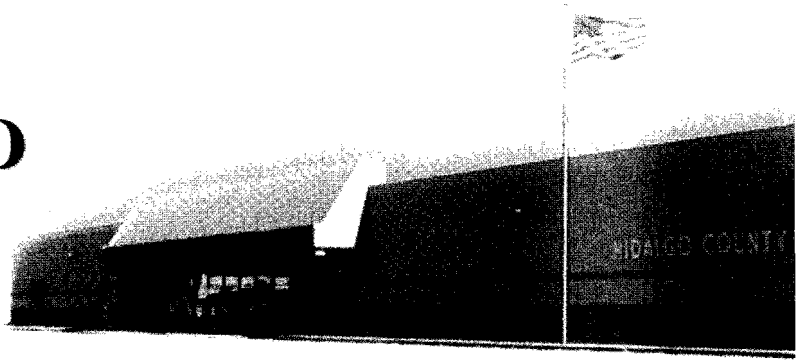
Form Started By: Norma Briones Started On: 06/12/2013 08:48 AM

Final Approval Date: 06/21/2013

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 12, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

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

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

nlr

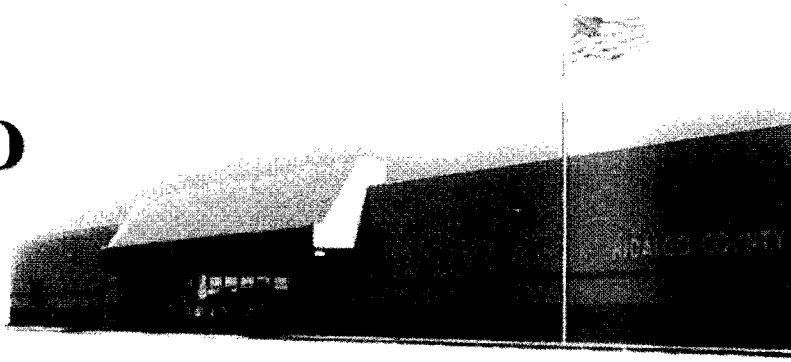
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

*Office of Tax Assessor - Collector*

# COUNTY of HIDALGO

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| M0359.00.000.0003.00 | Gracy Title, A Stewart company | $12,966.45 |

# 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)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
MAEGHAN POINTE LTD ( PAID BY: GRACY TITLE, A STEWART COMPANY)

Present mailing address *(number and street)*
8455 LYNDON LN

City, town or post office, state, ZIP code
AUSTIN, TX 78729

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MAEGHAN POINTE LOT 3

**Step 2: Describe the property**

Address or location of property:

20828472

Account number of property: M0359.00.000.0003.00

Tax receipt number: OR 21824692

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2012 | 12/17 / 2012 | $ 57,873.65 | $ 12,966.45 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 12,966.45 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-2381-12-B

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: GR 5-29-13

sign here ➡ Authorized official

Date 6/11/13

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Pablo Paul Sillas Jr.

Date 5-29-13

5/29

**AI-39198** **Tax Refunds 8. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

| Account Number | Payer | Amount |
|---|---|---|
| 44516.90.000.0005.40 | Jerry Rental & Specialties Co. | $5,353.83 |
| M1950.99.000.0007.99 | Cit Group Inc. | $7,093.86 |
| M5840.01.000.0053.00 | Young Newt W & Alberta C | $2,758.46 |
| P6400.99.000.0004.20 | Cit Group Inc. | $2,525.87 |
| R3052.99.001.0001.L1 | Aeropostale Inc # 3248 | $13,083.65 |

BACKGROUND

## Attachments

ComCourt06252013(3)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:53 AM |
| Manuel Chapa | Manuel Chapa | 06/20/2013 03:55 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

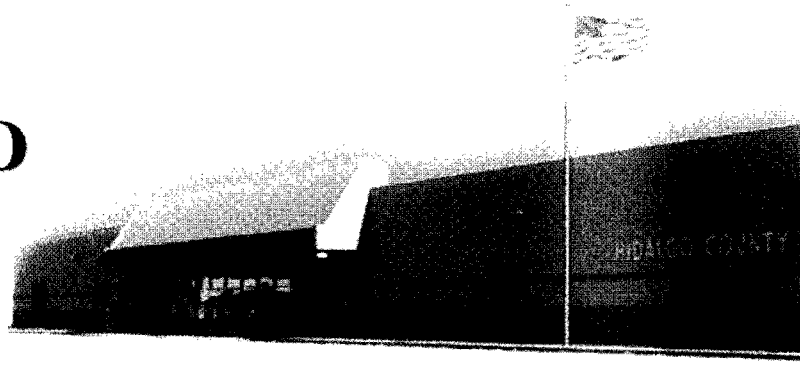
Form Started By: Norma Briones Started On: 06/12/2013 08:50 AM

Final Approval Date: 06/21/2013

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 12, 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

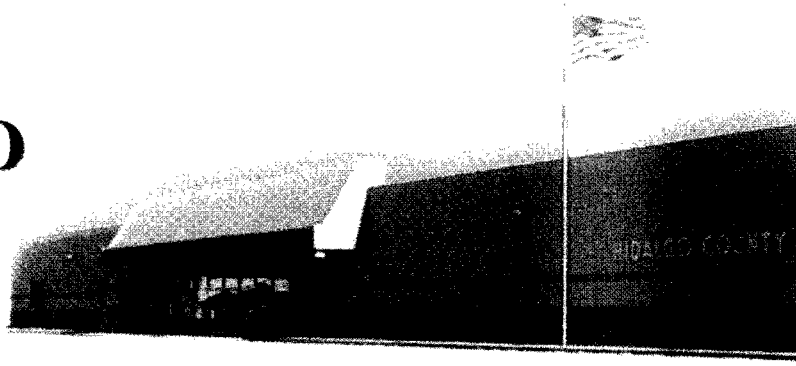
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| 44516.90.000.0005.40 | Jerry Rental & Specialties Co. | $5,353.83 |
| M1950.99.000.0007.99 | Cit Group Inc. | $7,093.86 |
| M5840.01.000.0053.00 | Young Newt W & Alberta C | $2,758.46 |
| P6400.99.000.0004.20 | Cit Group Inc. | $2,525.87 |
| R3052.99.001.0001.L1 | Aeropostale Inc # 3248 | $13,083.65 |

# 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)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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: JERRYS RENTAL & SPECIALTIES CO

Present mailing address *(number and street)*: P.O. BOX 1577

City, town or post office, state, ZIP code: EDINBURG, TX 78540

Phone *(area code and number)*:

Legal description (or attach copy of the tax bill or tax receipt): DELETE 2012-2013: REF: 44516-90-000-0005-55 ;

**Step 2: Describe the property**

INVENTORY

Address or location of property:

737949

Account number of property: 44516.90.000.0005.40 OR Tax receipt number: 22969578

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2012 | 01/31 / 2013 | $ 5,353.83 | $ 5,353.83 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 5,353.83 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 9

VALUE DECREASED

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE 5-29-13

sign here — Authorized officer | Date 6/11/13

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 5-29-13

5/29

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
CIT TECHNOLOGY FINANCING SERVICE INC ( PAID BY: CIT GROUP INC.)

Present mailing address *(number and street)*
P.O. BOX 52307

City, town or post office, state, ZIP code
ATLANTA, GA 30355

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED EQUIPMENT AT SML & CML / NEW ACCT

**Step 2: Describe the property**

2001

Address or location of property:

625400

Account number of property: M1950.99.000.0007.99 OR 20477155

Tax receipt number:

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2011 | 01/31 / 2012 | $ 24,668.49 | $ 7,093.86 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 7,093.86 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 17

VALUE DECREASED

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-29-13

sign here — Authorized officer

Date 6/11/13

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 5-29-13

5/29

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
YOUNG NEWT W & ALBERTA C

Present mailing address *(number and street)*
3318 LONNY LN

City, town or post office, state, ZIP code
EDINBURG, TX 78542

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MONTE CRISTO GOLF & COUNTRY CLUB PH 1

**Step 2: Describe the property**

LOT 53

Address or location of property:

674509

Account number of property:

M5840.01.000.0053.00

Tax receipt number:

OR 22100588

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2012 | 01/02 / 2013 | $ 2,758.46 | $ 2,758.46 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 2,758.46 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 9

VETERAN CHANGED

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-29-13
L.C.G.U.D.

sign here — Authorized officer — Date 6/11/13

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 5-29-13

Pablo Raul Villarreal Jr.

5/29

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
CIT TECHNOLOGY FINANCING SERVICE INC ( PAID BY: CIT GROUP INC.)

Present mailing address *(number and street)*
P.O. BOX 52307

City, town or post office, state, ZIP code
ATLANTA, GA 30355

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED EQUIPMENT AT SPA & CPR / NEW ACCT

**Step 2: Describe the property**

2001

Address or location of property:

625403

Account number of property: P6400.99.000.0004.20

Tax receipt number: OR 20477155

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2011 | 01/31 / 2012 | $ 7,590.15 | $ 2,525.87 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 2,525.87 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 17

VALUE DECREASED

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 5-29-13

sign here — Authorized officer

Date 6/11/13

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 5-29-13

5/29

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
AEROPOSTALE INC # 3248

Present mailing address *(number and street)*
125 CHUBB AVE / 5TH FLOOR

City, town or post office, state, ZIP code
LYNDHURST, NJ 07071

Phone *(area code and number)*

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

**Step 2: Describe the property**

EQUIPMENT AT 5001 E EXPWY 83 STE 801 / NEW ACCT 2011

Address or location of property:

794208

Account number of property: R3052.99.001.0001.LI

Tax receipt number: OR 22897452

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2012 | 01/31 / 2013 | $ 29,527.45 | $ 13,083.65 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 13,083.65 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 9

VALUE DECREASED

NB

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: GR 5-29-13

sign here — Authorized officer

Date 6/11/13

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 5-29-13

5/29

**AI-39197** **Tax Refunds 8. C.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

| Account Number | Payer | Amount |
|---|---|---|
| A1800.00.054.0001.01 | Bac Tax Services | $4,433.47 |
| L2945.00.000.0059.00 | Corelogic | $2,829.74 |
| P8500.00.000.0215.01 | Siembre LLC | $4,664.72 |

BACKGROUND

Attachments

ComCourt06252013(2)

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:52 AM |
| Olga Garza | Olga Garza | 06/19/2013 02:57 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

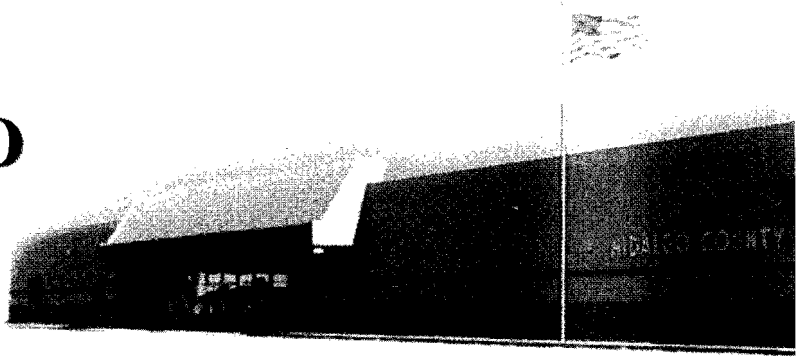
Form Started By: Norma Briones Started On: 06/12/2013 08:50 AM

Final Approval Date: 06/21/2013

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 12, 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

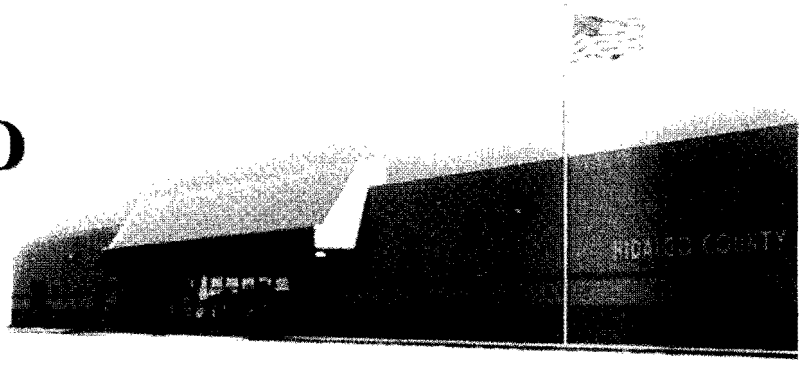
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

*Office of Tax Assessor - Collector*

# COUNTY of HIDALGO

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| A1800.00.054.0001.01 | Bac Tax Services | $4,433.47 |
| L2945.00.000.0059.00 | Corelogic | $2,829.74 |
| P8500.00.000.0215.01 | Siembre LLC | $4,664.72 |

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

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

**Print Date:** 12/19/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 5-29-13
L.C 6/4/13

19277248 CC3

**BAC TAX SERVICES**
**1757 TAPO CANYON ROAD**
**SIMI VALLEY , CA 93063**

**Account Number**
A1800-00-054-0001-01
HCAD No. 113254

**Legal Description of the Property**
ALAMO LAND & SUGAR CO LOT 1- W 1/2- E 1/2 BLK 54 10.0 AC GR 9.85 AC NET

7818 E TRENTON RD

OWNER: SANCHEZ ANASTACIO

**2012 OVERAGE AMOUNT $4,433.47**

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 5: EMS DIST #3, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 56: DONNA ISD

**APPLICATION FOR PROPERTY TAX REFUND**

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

| | | |
|---|---|---|
| **Step 1: Identify the Payer requesting the refund if different than shown above** | Name | Relationship to Property Owner |
| | Mailing Address: BAC Tax Services Corporation P.O. Box 10211 | Daytime Telephone Number |
| | City, State, Zip Code Van Nuys, CA 91410-0211 | |
| **Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.** | I paid the taxes for year 2012 and am the party entitled to the refund. | |
| **Step 3: Mark the reason for the refund and provide a brief explanation** | X Overpaid the account | |
| | Duplicate payment | |
| | Paid in error (explain) | |
| **Step 4: Provide payment information** **Attach copies of cancelled checks or tax office receipts** | Total amount paid by this taxpayer | 5054.23 |
| | Total tax, penalty, and interest amount owed for the year | |
| | Amount of refund claimed | 4433.47 |
| **Step 5: How should the refund be processed?** | Mail to Property Owner | |
| | Mail to Payer at address in Step 1 | |
| | Transfer this amount to account | For tax year |
| | Escrow for next year 's taxes | |
| **Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed** | By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct | |
| | SIGN HERE [signature] | Date of application 2/25/13 |
| | **If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10** | |
| AUDITORS USE ONLY: | ☑ Approved ☐ Denied By: [signature] | Date: 6/11/13 |
| TAX OFFICE USE ONLY: | ☑ Approved ☐ Denied By: [signature] | Date: 5-24-13 |

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

5/29

## APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SM1-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
MARTELLY YVANNE D PAID BY: CORELOGIC/OCWEN LOAN SERVICING LLC

Present mailing address *(number and street)*
2500 JAY AVE

| City, town or post office, state, ZIP code | Phone *(area code and number)* |
|---|---|
| MCALLEN, TX 78504-4292 | 561-682-7235 |

Legal description (or attach copy of the tax bill or tax receipt): LARK LANDING LOT 59

**Step 2: Describe the property**

0.1763

Address or location of property: 2500 JAY AVE

627396

Account number of property: L2945.00.000.0059.00

Tax receipt number: OR 22313900

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2012 | 12/28 / 2012 | $ 2,829.74 | $ 2,829.74 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. TOTAL | | / | $ | $ 2,829.74 |

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER OCWEN LOAN SERVICING

WE NEED TO REFUND 2,829.74 DUE TO TAXPAYER BEING SE T UP ON A

QUARTERLY CONTRACT. CS

**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: 4/9/13

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-20-13

sign here — Authorized officer — Date: 6/11/13

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: 5-3-13

# 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)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(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
CHAPA VERONICA & JESUS GARCIA PAID BY: SIEMBRE LLC

Present mailing address *(number and street)*
7320 N BENTSEN RD

City, town or post office, state, ZIP code
MCALLEN, TX 78504-9770

**Phone (area code and number)** Olga
x 956 239 4563

Legal description (or attach copy of the tax bill or tax receipt): PRIDE OF TEXAS N212.85' W1015.3' LOT 215 5.0AC GR

**Step 2: Describe the property**

4.20 AC NET

Address or location of property:

262696

Account number of property:

P8500.00.000215.01

Tax receipt number:

OR 22787139

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2011 | 1/31 / 13 | $ 3629.88 | $ 3629.88 |
| 2. ALL ENTITIES | 2012 | 1/31 / 13 | $ 1034.84 | $ 1034.84 |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ TOTAL | $ 4664.72 |

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. PAYMENT SHOULD HAVE BEEN APPLIED TO ACCT#H0850.00.002.0091.05

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**
x 5/23/13

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: OK 5-30-13

sign here — Authorized officer — Date 6/11/13

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 5-24-13

5/2a

**AI-39211** **Membership Dues 9. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Auditors Office:
Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of $150.00 for Leticia Chavez, Compliance Audit Supervisor, and $150.00 for Pedro Luis Ramirez, Internal Auditor II, (Requisition #238451 ) with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Association of Certified Fraud Examiners' purpose is to reduce the incidence of fraud and white-collar crime and to assist the membership in fraud detection and deterrence (1) by providing bona fide qualifications for Certified Fraud Examiners through the administration of the CFE Examination; (2) by setting high standards for admission, including demonstrated competence through mandatory continuing professional education; (3) requiring Certified Fraud Examiners to adhere to a strict code of professional conduct and ethics; (4) by serving the international representative for Certified Fraud Examiners to business, government, and academic institutions; and, (5) by providing leadership to inspire public confidence in the integrity, objectivity, and professionalism of Certified Fraud Examiners.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through Req. #238451.

Attachments

invoices

affidavits

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:53 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Maria Medina Started On: 06/12/2013 01:28 PM

Final Approval Date: 06/21/2013

ACFE
Association of Certified Fraud Examiners

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
World Headquarters • The Gregor Building
716 West Ave • Austin, TX 78701-2727 • USA
Tel: (800) 245-3321 / +1 (512) 478-9000 • Fax: +1 (512) 478-9297
Email: info@ACFE.com • Web: ACFE.com

RECEIVED BY
COUNTY AUDITOR
2013 JUN 12 PM 1 17

B1

Mrs. Leticia Chavez, AA
Hidalgo County Auditor's Office
2808 S US Highway 281
Edinburg, TX 78539-6243

**PAY ONLINE!**
**ACFE.com/PayNow**

**NEED HELP?**
**Contact an ACFE Member Services Representative**
**BY PHONE:** (800) 245-3321 / +1 (512) 478-9000
**BY EMAIL:** MemberServices@ACFE.com
**HOURS:** 7:30 a.m. to 6:00 p.m CST Monday - Friday

| MEMBER NUMBER | INVOICE NUMBER | BILLING DATE | PAYMENT DUE | MEMBERSHIP DUES TERM | AMOUNT |
|---|---|---|---|---|---|
| 632353 | 832623 | 06/03/2013 | 09/01/2013 | **Associate:** 09/01/2013 to 08/31/2014 | **U.S. $150.00** |

**VOLUNTARY CONTRIBUTION:***
**The ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund.**
ACFE Foundation is a U.S. tax-exempt 501(c)(3) organization. Contributions are tax deductible to the extent allowed by law. — U.S. $10.00

**TAX ID:** 74-2524096

## UPDATES AND REMINDERS

**Introducing ACFE Online Self Study Courses**. Earn CPE at anytime from anywhere you have internet access. Visit ACFE.com/OnlineSS for details.

***The Ritchie-Jennings Memorial Scholarship Program** was created in honor of Tracy Ritchie, CFE, and Larry Jennings, CFE who both died in a terrorist attack in Pakistan on November 12, 1997. Through this scholarship program, the ACFE Foundation works to encourage students to pursue careers in fraud examination and provide resources for research on the detection and deterrence of fraud. To date, nearly half a million dollars has been awarded to over 300 students to help further their education. To learn more about this program please visit www.ACFE.com/Scholarship.

We are not a member of nor do we contribute to any political action committee

## RETURN THIS SECTION TO UPDATE MEMBER ACCOUNT

### ANNUAL RENEWAL CERTIFICATION

☐ YES ☒ NO Since you last renewed your membership, have you been convicted of a felony or misdemeanor involving moral turpitude? *(including convictions expunged)*

### AUTOMATIC DUES RENEWAL SERVICE

☐ YES ☒ NO Enroll me in the **Automatic Dues Renewal Service and discount my membership 10%.** (The credit card number below will be charged automatically each year.)

☐ YES ☒ NO Include with my Automatic Dues Renewal Service enrollment **U.S. $10.00 for the Richie-Jennings Memorial Scholarship Fund.**

### UPDATE MY INFORMATION

**I updated the following on the reverse side of this form:**
☐ Address ☐ Job & Industry ☐ Interests

### METHODS OF PAYMENT

**ONLINE:** (Credit Card only) It's quick **ACFE.com/PayNow**
**BY PHONE:** (Credit Card only) (800) 245-3321 / +1 (512) 478-9000
**BY MAIL:** (Check or Credit Card) Return this invoice with your payment
**BY FAX:** (Credit Card only) Fax your completed form to +1 (512) 478-9297

## PLEASE RETURN THIS SECTION WITH PAYMENT

### PAYMENT INFORMATION

**PAYMENT TYPE:** ❑ MasterCard ❑ VISA ❑ American Express ❑ Diners Club International ❑ Discover ❑ **CHECK OR MONEY ORDER ENCLOSED**

**CARD NUMBER:** **EXPIRE DATE:**

**NAME ON CARD:** **AUTHORIZED SIGNATURE:**

**INVOICED & PAYABLE IN U.S. FUNDS/PAYABLE TO ACFE**

| MEMBER NUMBER | INVOICE NUMBER | TOTAL DUE |
|---|---|---|
| 632353 | 832623 | 09/01/2013 |
| **Associate:** 09/01/2013 to 08/31/2014 | | **U.S. $150.00** |
| **Voluntary Contribution:** ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund. | | U.S. $10.00 |

**AMOUNT ENCLOSED**

**MAIL TO:**

**Association of Certified Fraud Examiners**
**PO Box 2727**
**San Antonio, TX 78299-2727**

**TAX ID:** 74-2524096

D0000083262300000063235300000150000

ACFE
Association of Certified Fraud Examiners

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
World Headquarters • The Gregor Building
716 West Ave • Austin, TX 78701-2727 • USA
Tel: (800) 245-3321 / +1 (512) 478-9000 • Fax: +1 (512) 478-9297
Email: info@ACFE.com • Web: ACFE.com

RECEIVED BY
COUNTY AUDITOR
2013 JUN 12 PM 1 17

B1

Mr. Pedro Luis Ramirez
Hidalgo County Auditor's Office
2808 S US Highway 281
Edinburg, TX 78539-6243

**PAY ONLINE!**
**ACFE.com/PayNow**

**NEED HELP?**
**Contact an ACFE Member Services Representative**
**BY PHONE:** (800) 245-3321 / +1 (512) 478-9000
**BY EMAIL:** MemberServices@ACFE.com
**HOURS:** 7:30 a.m. to 6:00 p.m CST Monday - Friday

| MEMBER NUMBER | INVOICE NUMBER | BILLING DATE | PAYMENT DUE | MEMBERSHIP DUES TERM | AMOUNT |
|---|---|---|---|---|---|
| 546282 | 834406 | 06/03/2013 | 09/01/2013 | **Associate:** 09/01/2013 to 08/31/2014 | **U.S. $150.00** |

**VOLUNTARY CONTRIBUTION:***
**The ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund.**
ACFE Foundation is a U.S. tax-exempt 501(c)(3) organization. Contributions are tax deductible to the extent allowed by law.

*U.S. $10.00*

**TAX ID:** 74-2524096

## UPDATES AND REMINDERS

**Introducing ACFE Online Self Study Courses**. Earn CPE at anytime from anywhere you have internet access. Visit ACFE.com/OnlineSS for details.

***The Ritchie-Jennings Memorial Scholarship Program** was created in honor of Tracy Ritchie, CFE, and Larry Jennings, CFE who both died in a terrorist attack in Pakistan on November 12, 1997. Through this scholarship program, the ACFE Foundation works to encourage students to pursue careers in fraud examination and provide resources for research on the detection and deterrence of fraud. To date, nearly half a million dollars has been awarded to over 300 students to help further their education. To learn more about this program please visit www.ACFE.com/Scholarship.

We are not a member of nor do we contribute to any political action committee

**RETURN THIS SECTION TO UPDATE MEMBER ACCOUNT**

### ANNUAL RENEWAL CERTIFICATION

☐ YES ☒ NO Since you last renewed your membership, have you been convicted of a felony or misdemeanor involving moral turpitude? *(including convictions expunged)*

### AUTOMATIC DUES RENEWAL SERVICE

☐ YES ☒ NO Enroll me in the **Automatic Dues Renewal Service and discount my membership 10%.** (The credit card number below will be charged automatically each year.)

☐ YES ☒ NO Include with my Automatic Dues Renewal Service enrollment **U.S. $10.00 for the Richie-Jennings Memorial Scholarship Fund.**

### UPDATE MY INFORMATION

**I updated the following on the reverse side of this form:**
☐ Address ☐ Job & Industry ☐ Interests

### METHODS OF PAYMENT

**ONLINE:** (Credit Card only) It's quick **ACFE.com/PayNow**
**BY PHONE:** (Credit Card only) (800) 245-3321 / +1 (512) 478-9000
**BY MAIL:** (Check or Credit Card) Return this invoice with your payment
**BY FAX:** (Credit Card only) Fax your completed form to +1 (512) 478-9297

**PLEASE RETURN THIS SECTION WITH PAYMENT**

### PAYMENT INFORMATION

**PAYMENT TYPE:** ❑ MasterCard ❑ VISA ❑ American Express ❑ Diners Club International ❑ DISCOVER ❑ **CHECK OR MONEY ORDER ENCLOSED**

**CARD NUMBER:** **EXPIRE DATE:**

**NAME ON CARD:** **AUTHORIZED SIGNATURE:**

**INVOICED & PAYABLE IN U.S. FUNDS/PAYABLE TO ACFE**

| MEMBER NUMBER | INVOICE NUMBER | TOTAL DUE |
|---|---|---|
| 546282 | 834406 | 09/01/2013 |
| **Associate:** 09/01/2013 to 08/31/2014 | | **U.S. $150.00** |
| **Voluntary Contribution:** ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund. | | U.S. $10.00 |

**AMOUNT ENCLOSED**

**MAIL TO:**

**Association of Certified Fraud Examiners**
**PO Box 2727**
**San Antonio, TX 78299-2727**

**TAX ID:** 74-2524096

0000008344060000005462820000015000

# TO THE COUNTY AUDITOR
# AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, LETICIA CHAVEZ, do hereby state that my membership in the ASSOCIATION OF CERTIFIED FRAUD EXAMINERS (ACFE) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 6/12/13

TITLE: COMPLIANCE AUDIT SUPERVISOR

Before me MARIA D. MEDINA, a Notary Public, appeared LETICIA CHAVEZ, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

MARIA D. MEDINA
Notary Public, State of Texas
My Commission Expires
MARCH 11, 2017

Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002 |

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

# TO THE COUNTY AUDITOR
# AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, PEDRO LUIS RAMIREZ, do hereby state that my membership in the ASSOCIATION OF CERTIFIED FRAUD EXAMINERS (ACFE) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

6. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
7. The association or organization is not affiliated with a labor organization;
8. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
9. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
10. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 6/12/13

TITLE: INTERNAL AUDITOR III

Before me MARIA D. MEDINA, a Notary Public, appeared PEDRO LUIS RAMIREZ, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

MARIA D. MEDINA
Notary Public, State of Texas
My Commission Expires
MARCH 11, 2017

Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | LGC § 89.002 |

**AI-39346** **Membership Dues 9. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Lower Rio Grande Valley Development Council:
Approval to pay 2013 membership dues to the Lower Rio Grande Valley Development Council in the amount of $43,810.00 (Req. #238832) with authority for the County Treasurer to issue the check after review, audit, and processing procedures are completed by the County Auditor.

### BACKGROUND

Req #238832
Acct#3-1100-419-00-125-007-0-810
Pending funding of $ 4,810.00 thru AI #39338 - 6/25/13 consent agenda.

The Lower Rio Grande Valley Development Council (LRGVDC) is a regional planning organization designated by the State of Texas as a Council of Governments (COG). It serves the counties of Cameron, Hidalgo, and Willacy and is tasked with developing a "Regional Strategic Plan" for the Lower Rio Grande Valley. This Plan identifies the region's strengths, weaknesses, trends, goals, objectives, strategies, resources and expected outcomes. This Plan is updated every other year in order to coincide with the State Legislative Session (January, 2013). This procedure is currently ongoing and is being facilitated by the LRGVDC. For more information please contact: Terrie G. Salinas (tsalinas@lrgvdc.org).

Many regional projects and services have been accomplished since the inception of the Lower Rio Grande Valley Development Council (LRGVDC) in 1967. The LRGVDC has served as a link between federal and state programs and a means for local units of government to join together in developing services and strategy, thus eliminating duplication of effort and encouraging economic efficiency. In an effort to assess current services and to provide for the continuance of progressive programs the LRGVDC Membership evaluates and adopts the Council's Annual Work Program (AWP).

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-419-00-125-007-0-xxx

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

**BUDGETARY IMPACT:**

Pending additional funding through A.I. 39338 LIT to cover requisition #238832.

## Attachments

bill
affidavit

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Budget & Management | Obdett Calzada | 06/20/2013 11:14 AM |
| Purchasing Department | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Monica Badillo Started On: 06/19/2013

Final Approval Date: 06/21/2013

L R G V D C

RECEIVED BY
HIDALGO COUNTY TREASURER
2013 JUN 11 PM 4 35

2013 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $43,810.00

Please make check payable to the Lower Rio Grande Valley Development Council and mail to 301 W. Railroad St. Weslaco, Texas 78596-5104

(Return lower portion of this statement with your remittance.)

Reg. #
31100419-00-125-007-0-810

2nd Notice

---

L R G V D C

2013 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $43,810.00

Please make check payable to the Lower Rio Grande Valley
Lower Rio Grande Valley Development Council and mail to
Weslaco, Texas 78596-5104

(Return lower portion of this statement with your remittance.)

2nd Notice

**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, Ramon Garcia, do hereby state that membership in the LRGVDC _____, 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 _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: _____
TITLE: County Judge

Before me Monica Badillo, a Notary Public, appeared Ramon 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 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-39192** **Auditor's Office 10. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

## Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of May 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:51 AM |
| Manuel Chapa | Manuel Chapa | 06/21/2013 04:54 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Alvaro Chuc Started On: 06/11/2013 07:42 PM

Final Approval Date: 06/21/2013

**AI-39289** **Budget and Management 11. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 TXDOT (1315):
Approval of 2013 Interfund Transfer from Pct.1 Road Maintenance (fund 1200, Program #005) to TXDOT-US83 Illumination (Fund 1315, program #031) in the amount of $12,000 to fund lighting services for expressway 83 in the Pct. 1 area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1XXX-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available $29,761.60 as of 6/17/13.

Attachments

Interfund Transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:06 PM |
| Olga Garza | Olga Garza | 06/21/2013 05:11 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Katia Garcia Started On: 06/17/2013 04:19 PM

Final Approval Date: 06/21/2013

**DATE:** June 17, 2013

**DEPARTMENT HEAD:** Commissioner A.C. Cuellar

**DEPARTMENT NAME:** Hidalgo County Precinct 1
Pct. 1 TXDOT

**2013**
**Interfund Transfer**

**ACCOUNT NUMBER:** **3-1XXX-XX1-0X-121-XXX-0-XXX**

**CONTACT PERSON:** Katia Garcia **PHONE:** (956) 968-8733 ext. 1022

**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 |
|---|---|---|---|---|
| | | | | |
| 3-1200-431-00-121-005-0- | 742 | PCT 1 RD MAINT | HEAVY EQUIPMENT | (12,000.00) |
| **3-1200-491-01-121-315-0-** | **891** | **TRANSFERS OUT-** | **TXDOT PROJECTS** | **12,000.00** |
| | | | | |
| | | | | |
| **3-1315-391-01-121-200-0-** | **000** | **TRANSFERS IN-** | **R & B PCT 1** | **12,000.00** |
| 3-1315-431-00-121-031-0- | 841 | TXDOT-US 83 ILLUMINATION | AID TO GOVT AGENCY | 12,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **12,000.00** |

**REASON:** Interfund transfer from Pct. 1 R & B (1200) to TXDOT-US 83 Illumination (1315) to fund expressway 83 lighting services in the Pct. 1 area.

**DEPARTMENT HEAD SIGNATURE**

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

**AI-39318** **Budget and Management 11. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $44,169.00 for local participation to construct a four lane urban roadway on Thomas Road. Limits are from FM 2061 (Jackson Road) to FM 2557 (Stewart Road). CSJ# 0921-02-302.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-122-085-0-731/841

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

BUDGETARY IMPACT:

Funds available as of 06/18/13.

3-1315-431-00-122-085-0-731 $14,796.61
3-1315-431-00-122-085-0-841 $29,372.39

Total amount of $44,169.00

Refer to AI# 36700 CC approved 02/12/2013 (AFA) and AI# 38627 CC approved 05/14/2013 (Interlocal Agreements-City of Pharr & City of San Juan); copies have been submitted to Auditor's Office via Inter-Office Memo (06/19/13).

Attachments

Backup Information

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rolando Garcia Started On: 06/18/2013 03:37 PM

Final Approval Date: 06/21/2013

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 15, 2013

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

**RE: Advance Funding Agreement**
**Thomas Road**
**CSJ#0921-02-302**

Dear Judge Garcia:

As you are aware the Thomas Road project received a total of $686,000 in Federal funding from the 2008 Consolidated Appropriations Act and will be used for preliminary engineering to construct a four lane urban roadway between FM 2061 (Jackson Road) and FM 2557 (Stewart Road). To utilize these funds, an Advance Funding Agreement (AFA) needs to be executed between the Hidalgo County and the State. Attached for your signature are two originals of the AFA.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please also include a check in the amount of $44,169, to cover the County's estimated share of Direct State Costs for state review and oversight per the AFA, made payable to the Texas Department of Transportation Trust Fund.

If you have any questions please contact Mr. Bazan or me at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Rosie Ortiz 1-23-13
Received By Date

Attachments

cc: Jody Ellington, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager
Project File

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

# ADVANCE FUNDING AGREEMENT For A DEMONSTRATION PROJECT (OFF- SYSTEM)

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Hidalgo,** acting by and through its duly authorized officials, called the "Local Government."

## WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS,** the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 111336, authorizing the State to undertake and complete a highway improvement generally described as construction of four lane urban roadway on Thomas Road from FM 2061(Jackson Road) to FM 2557 (Stewart Road) called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

## AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The Local Government will prepare the preliminary engineering and environmental document for the construction of Thomas Road from FM 2061 to FM 2557 to a four lane urban facility, as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

**E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

**F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

**G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

**H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

**I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

**J.** The State will not pay interest on any funds provided by the Local Government.

**K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

**L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

**M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

**P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**Q.** The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

**4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

**A.** The agreement is terminated in writing with the mutual consent of the parties;

**B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

**C.** The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

**D.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**7. Utilities (Not Applicable)**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities (Not Applicable)**

**A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

**B.** The State will use its approved contract letting and award procedures to let and award the construction contract.

**C.** Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

**D.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

**E.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**12. Project Maintenance (Not Applicable)**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property (Not Applicable)**

The State is responsible for the provision and acquisition of any needed right of way or real property.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government: | State: |
|---|---|
| County of Hidalgo | Director of Contract Services |
| Attn: County Judge | Texas Department of Transportation |
| PO Box 1356 | 125 E. 11th Street |
| Edinburg, Texas 78540 | Austin, Texas 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise (DBE) Program Requirements**

**A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

**B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

**C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

**D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by

Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

**E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

**A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**27. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**28. Federal Funding Accountability and Transparency Act Requirements**

**A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

**B.** The Local Government agrees that it shall:

1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Single Audit Report**

**A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

**B.** If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

**C.** If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

**D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

Ramon Garcia
Signature

Ramon Garcia
Typed or Printed Name

County Judge
Title

3/7/13
Date

APPROVED BY COMMISSIONERS' COURT ON: 2/12/13

**THE STATE OF TEXAS**

Kenneth Stewart
Deputy Director of Contract Services
Texas Department of Transportation

03/26/13
Date

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

# ATTACHMENT A
## RESOLUTION OR ORDINANCE

**SPECIAL MEETING - FEBRUARY 12, 2013**

**MBERED, that on this 12th day of February A.D., 2013, there was begun and IAL MEETING of the Honorable Commissioners' Court of Hidalgo County, ein the following members thereof were present, to-wit:**

| | |
|---|---|
| **HONORABLE RAMON GARCIA** | **HIDALGO COUNTY JUDGE** |
| **HONORABLE A.C. CUELLAR, JR.** | **COMMISSIONER, PRECINCT NO. 1** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOE M. FLORES** | **COMMISSIONER, PRECINCT NO. 3** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

DATE March 15, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
Deputy

B. Authorization and approval to appoint Concepcion Villanueva, Melissa Perez, and Gilberto M. Hinojosa to the Emergency Services District #2 Board for the term of January 1, 2013 thru December 31, 2014 and Oscar Garza for the term of January 1, 2013 thru December 31, 2013 pursuant to Texas Health and Safety Code Section 775.034

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**15. Precinct #3 - Comm. Flores:**

A. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective February 12, 2013.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve the appointment of yolanda Olivarez.

**Vote:** 4 - 0 - Unanimously

**16. Precinct #4 - Comm. J. Palacios:**

A. Requesting approval to process the following invoice as a claim with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor.

| Vendor | Invoice # | Date | Amount |
|---|---|---|---|
| Mobile Relays Partners, LTD | AIR0030994 | 01/01/13 | $865.90 |

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**17. Budget & Management - Sergio Cruz:**

A. 1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and the County of Hidalgo for preliminary engineering to construct of four lane urban roadway on Thomas Road. Limits are from FM 2061 (Jackson Road) to FM 2557 (Stewart Road) (CSJ#0921-02-302)

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 3 JOSEPH PALACIOS, the Court made a

DATE A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By ____ Deputy

UNANIMOUS vote of approval.
**Vote** : 4 - 0 - Unanimously

2. Authority for County Judge to sign the following Advance Funding Agreements on the above mentioned project.

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
**Vote** : 4 - 0 - Unanimously

3. Approval of 2013 interfund transfer from Pct.2 Rd. Maintenance (1200) to TxDOT Project (1315) in the total amount of $44,169.00 to fund initial payment by the County to the State.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**B.** Discussion, consideration, and approval to set the indirect cost allocation rate at 10% for grant fiscal year 2013 effective 10/1/12 through 9/30/13 for the WIC Program.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**C.** **Budget Appropriations:**

**1.** Pct. #1 Drainage Improvement Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement Project labor reimbursements.
b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (program 052) in the amount of $38,562.22 to fund payroll expenditures.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve items 17.C.1.a & b.

**Vote:** 4 - 0 - Unanimously

DATE March 15, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 12th day of February, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on February 12, 2013.

Signed this 12th day of February 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

By: _____
(Seal) Priscilla Torres, Deputy

DATE March 15, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By: _____ Deputy

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

# ATTACHMENT B
## LOCATION MAP SHOWING PROJECT

CSJ # 0921-02-302
District # 21 – Pharr
Code Chart 64 # 50109
Project: Thomas Road from FM 2061 (Jackson Rd) to FM 2557 (Steward Rd)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

# ATTACHMENT C
## PROJECT BUDGET

This project has received $686,000 from the 2008 Consolidated Appropriations Act for preliminary engineering and does not require a local match. The Local Government will be responsible for 100% of all preliminary engineering direct state costs and 100% of all project costs exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

| Description | | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|---|---|---|---|---|---|---|---|---|
| | | | % | Cost | % | Cost | % | Cost |
| Preliminary Engineering by LG (Cat 10 Earmark) | | $ 686,000 | 100% | $ 686,000 | 0% | $ 0 | 0% | $ 0 |
| Preliminary Engineering by LG | | $ 178,142 | 0% | $ 0 | 0% | $ 0 | 100% | $ 178,142 |
| Subtotal | | $ 864,142 | | $ 686,000 | | $ 0 | | $ 178,142 |
| Direct State Costs for State Review and Oversight $44,169 | Environmental Direct State Costs (30%) | $ 13,251 | 0% | $ 0 | 0% | $ 0 | 100% | $ 13,251 |
| | Engineering Direct State Costs (70%) | $ 30,918 | 0% | $ 0 | 0% | $ 0 | 100% | $ 30,918 |
| Indirect State Costs (7.27%) | | $ 62,823 | 0% | $ 0 | 100% | $ 62,823 | 0% | $ 0 |
| TOTAL | | $ 971,134 | | $ 686,000 | | $ 62,823 | | $ 222,311 |

Initial payment by the Local Government to the State: $44,169
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $44,169
This is an estimate. The final amount of Local Government participation will be based on actual costs.
The Local Government is responsible for 100% of the costs overruns.

**AI-39367** **Budget and Management 11. C.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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 June 1-15, 2013 in the amount of $ 33,736.57 and requesting approval of wire transfer.

BACKGROUND

## Attachments

Invoice
By Org
Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 01:22 PM |
| Olga Garza | Olga Garza | 06/21/2013 01:44 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Flora Vazquez Started On: 06/20/2013 12:04 PM

Final Approval Date: 06/21/2013

**Tristar Risk Management**
**100 Oceangate Suite #700**
**Long Beach, CA 90802**
**(562) 495-6600**
**TIN: 95-2791831**

June 17, 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: 91786

Loss Replenishment

Re: Workers Compensation

| | | |
|---|---|---|
| Tristar Risk Management hereby certifies that the attached billings for Losses Paid 6/1-6/15/13 (Check#514085-514248) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st | | 33,736.57 |
| TOTAL CURRENT CHARGES | | $ 33,736.57 |
| Previous Balance Due | | $109,002.08 |
| Payments and Credits | | |
| 06/06/13 | Payment received - thank you | 63,391.21CR |
| 06/17/13 | Payment received - thank you | 45,610.87CR |
| | Total Payments and Credits | $109,002.08CR |
| | Total Balance Due | $ 33,736.57 |

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 by Organization
06/01-15/2013

| 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:** | 62 | 6,245.62 |

**Alternate Organization 1 :** Hidalgo County

| | | |
|---|---|---|
| **Alternate Organization 1 Total:** | 302 | 27,490.95 |
| **Grand Total:** | 364 | 33,736.57 |

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: June 1-15, 2013 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 33,736.57 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 06/01-15/2013

(Check# 514085-514248)

| | | |
|---|---|---|
| 1). Hidalgo County | $ 27,490.95 | |
| 2). Hidalgo County Headstart Program | $ 6,245.62 | |
| 3). Community Service Agency | | |
| 4). Drainage District #1 | $ - | $ 33,736.57 |

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 June 25, 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) $ 116,263.43

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vazquez — 06/19/2013
Employee Benefits Director — Date

Budget Officer — 06/20/2013
Date

APPROVED BY
COMMISSIONERS' COURT
ON: _____

**AI-39100** **Budget and Management 11. D.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $924,232.39 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 05/25/13 to 06/07/13.

| | |
|---|---|
| 05/25-31/13 | $972,872.94 |
| 06/01-07/13 | ($ 48,640.55) |
| TOTAL | $924,232.39 |

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 5/25-31/13

BCBS 6/1-7/13

Invoices

Certification

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:03 PM |
| Obdett Calzada | Obdett Calzada | 06/19/2013 03:41 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Angelica M. Tapia Started On: 06/05/2013

Final Approval Date: 06/21/2013

BlueCross BlueShield of Texas

**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **05/25/2013 to 05/31/2013**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 289,985.81 |
| 0002-0012 | HEAD START | $ | 648,550.76 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 7,157.26 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | 1,880.47 |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 5,512.32 |
| 0006-0016 | RETIREES | $ | 13,558.91 |
| 9001-9002 | COBRA | $ | 6,227.41 |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 972,872.94 |

BlueCross BlueShield of Texas

**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **06/01/2013 to 06/07/2013**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 309,306.73 |
| 0002-0012 | HEAD START | $ | 60,628.61 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 12,136.63 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | 1,418.57 |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 6,591.34 |
| 0006-0016 | RETIREES | $ | 11,219.80 |
| 9001-9002 | COBRA | $ | 7,705.07 |
| | STOP LOSS | $ | (457,647.30) |
| | TOTAL | $ | (48,640.55) |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**Invoice ID:** TX433010006 - HIDALGO COUNTY

**Invoice Period:** 05/25/2013 - 05/31/2013 Process Date: 05/31/2013

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 05/25/2013 - 05/31/2013

| 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 | $1,293,667.66 | $289,985.81 | $51,111.80 | $0.00 | $238,874.01 | 2,049 |
| TX433 | 01 | 002 | HEAD START | $885,209.15 | $648,550.76 | $11,150.79 | $0.00 | $637,399.97 | 383 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $52,808.20 | $7,157.26 | $1,957.37 | $0.00 | $5,199.89 | 57 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $14,474.12 | $1,880.47 | $929.25 | $0.00 | $951.22 | 38 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $40,882.36 | $5,512.32 | $1,278.81 | $0.00 | $4,233.51 | 64 |
| TX433 | 01 | 006 | RETIREES | $49,462.66 | $13,558.91 | $4,971.17 | $0.00 | $8,587.74 | 74 |
| TX433 | 01 | 007 | COBRA | $22,796.03 | $6,227.41 | $3,420.81 | $0.00 | $2,806.60 | 25 |
| | | | **Customer Total Claims** | $2,359,300.18 | $972,872.94 | $74,820.00 | $0.00 | $898,052.94 | 2,690 |
| | | | **Customer Grand Total** | $2,359,300.18 | $972,872.94 | $74,820.00 | $0.00 | $898,052.94 | 2,690 |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**Invoice ID:** TX433010006 - HIDALGO COUNTY

**Invoice Period:** 06/01/2013 - 06/07/2013 Process Date: 06/07/2013

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 06/01/2013 - 06/07/2013

| 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 | $309,306.73 | $309,306.73 | $52,819.57 | $0.00 | $256,487.16 | 2,558 |
| TX433 | 01 | 002 | HEAD START | $60,628.61 | $60,628.61 | $7,776.01 | $0.00 | $52,852.60 | 592 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $12,136.63 | $12,136.63 | $5,796.43 | $0.00 | $6,340.20 | 73 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $1,418.57 | $1,418.57 | $465.01 | $0.00 | $953.56 | 29 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $6,591.34 | $6,591.34 | $1,599.22 | $0.00 | $4,992.12 | 119 |
| TX433 | 01 | 006 | RETIREES | $11,219.80 | $11,219.80 | $4,788.47 | $0.00 | $6,431.33 | 117 |
| TX433 | 01 | 007 | COBRA | $7,705.07 | $7,705.07 | $732.40 | $0.00 | $6,972.67 | 20 |
| | | | STOPLOSS | ($457,647.30) | ($457,647.30) | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Total Claims** | $409,006.75 | $409,006.75 | $73,977.11 | $0.00 | $335,029.64 | 3,508 |
| | | | **STOPLOSS Total** | ($457,647.30) | ($457,647.30) | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Grand Total** | ($48,640.55) | ($48,640.55) | $73,977.11 | $0.00 | $335,029.64 | 3,508 |

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **May 25, 2013 thru June 7, 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 **$924,232.39**.

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 05/25/2013 to 06/07/2013 is $924,232.39.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of June 25, 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.

Flora Vaglu — June 18, 2013
Employee Benefits Director — Date

06/18/2013
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

**AI-39285** **IT Department 12. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Requesting approval for reimbursement to Mariano Manzano in the amount of $150.00 for expenses incurred during the Census CQR Program travel to Washington, D.C. as a claim with authority for the County Treasurer to issue a payment/check after review, audit and processing procedures are completed by the County Auditor.

### BACKGROUND

Submitting reimbursement in the amount of $150.00 as a claim due to a flight change charge. Flight was changed due to arriving to wrong airport.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-00-200-001-0-583

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

**BUDGETARY IMPACT:**

Available funds as of 06/20/13 (PO #690800).

## Attachments

Mariano

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:03 PM |
| Olga Garza | Olga Garza | 06/20/2013 04:19 PM |
| Purchasing Department | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Monica Badillo Started On: 06/17/2013

Final Approval Date: 06/21/2013

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

*MAILING ADDRESS:*
*HIDALGO COUNTY AUDITOR'S OFFICE*
*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*

OFFICE OF THE COUNTY AUDITOR

**NOTICE OF DISCREPANCY AND/OR ADVISORY** **DATE:** 05/16/2013

**TO:** Edna Kirby **DEPARTMENT:** (200) INFORMATION TECHNOLOGY

**FROM:** Emily Suarez **PHONE:** (956)-318-2511 ext 4632

**REFERENCE:** MANZANO, MARIANO III Invoice #04/09-11/13

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #04/09-11/13*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Ms Edna,**
  **This flight change charge of $150.00 was not approved to be reimbursed by our office. This mistake was not the County's mistake therefore if you want to place it through Commissioners Court to be paid as a claim you have that option.**

  **Thank you,**
  **Emily**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

**HIDALGO COUNTY DISTRICT JUDGES**

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

# HIDALGO COUNTY, TEXAS
## OUT - OF - COUNTY
## FINAL TRAVEL EXPENSE CLAIM

PO 690800

RECEIVED BY COUNTY AUDITOR
2013 APR 30 PM 2 12

| | | | |
|---|---|---|---|
| EMPLOYEE NAME: | Mariano Manzano III | DEPARTMENT: | I. T. Department |
| TRAVEL TO CITY: | Washington | STATE: | D. C. |
| DEPARTURE DATE: | 4/9/2013 | RETURN DATE: | 4/11/2013 |
| TIME OF DEPARTURE: | 6:35 AM | TIME OF RETURN: | 6:27 PM |
| PURPOSE OF TRIP: | | | |

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 | |
| | 4/9 | 4/10 | 4/11 | 4/12 | 4/13 | 4/14 | TOTALS |
| Airline / Bus / Train | $ 1,791.60 | | | | | | $ 1,791.60 |
| Car Rental | | | | | | | - |
| Gasoline for Car Rental | | | | | | | - |
| Personal Car Mileage ODOMETER READINGS: | Beginning Mileage: | | Ending Mileage: | | TOTAL MILEAGE: - | (MILEAGE RATE) 0.565 | - |
| NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler. | | | | | | | |
| Hotel (Excluding Meals) | 312.31e 581.67 | 239.31 | | | | | 581.67 |
| Parking / Tolls | | | | | | | - |
| Taxi and Other Ground Transportation | 16.50 | | | | | | 16.50 |
| Telephone | | | | | | | - |
| Registration Fees | Free | | | | | | - |
| 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) | 2 | | | | | | |
| With Receipts = 1 / Without Receipts = 2 | 2 | 2 | 2 | | | | |
| Breakfast ($9 per diem) | 9.00 | 9.00 | 9.00 | | | | |
| Lunch ($12 per diem) | 12.00 | 12.00 | 12.00 | | | | |
| Dinner ($18 per diem) | 18.00 | 18.00 | 18.00 | | | | |
| Total Actual Meal Expense | 39.00 | 39.00 | 39.00 | - | - | - | |
| Total Allowable Meal Expense per County Policy (County Employee) | | | | | | | 117.00 |
| Other (Please explain below): | 150.00 | 25.00 | | | | | 175.00 |
| Explanation Notes: | Flight was changed due to them going to wrong airport. | | Baggage fees. | | | | |

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 |
|---|---|---|---|
| Citibank | Hotel | 690789 | $ 581.67 2,373.27 |
| Mariano Manzano III | | 690800 | $ 177.00 |
| Citibank | Flight | | 1791.60 |
| | | | |
| | | | |
| Total | | | $ 2373.27 2,550.27 |

| | |
|---|---|
| TOTAL FROM T-4 CONTINUATION FORM | 2681.77 - |
| TOTAL ALLOWABLE EXPENDITURES | $ 2,564.77 |
| AMOUNTS ADVANCED TO EMPLOYEE ON : | |
| TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE | 2373.27 2,550.27 |
| REMIT TO ME | $ 14.50 |
| 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 — 4-09-13 DATE

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

3-1100-415-00-200-001-0-583
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.

# HIDALGO COUNTY, TEXAS
## APPLICATION FOR OFFICIAL TRAVEL

will depend on 4/10/13

DATE OF REQUEST: 04/05/13
DEPARTMENT NAME: I. T. Departmen
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Mariano Manzano III GIS Operator III

### EVENT INFORMATION

| | | | |
|---|---|---|---|
| TITLE OF EVENT: | Meeting with Census Director | | |
| EVENT DATE(S) FROM: | 04/10/13 | TO: | 04/11/13 |
| DEPARTURE DATE: | 04/09/13 | RETURN DATE: | 04/11/13 |
| LOCATION OF EVENT: CITY: | Washington | STATE: | D. C. |

### PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- [ ] To obtain statutorily required continuing professional education.
- [ ] To obtain continuing education related to an employee's work or maintenance of a license or certification.
- [ ] To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- [ ] To participate in professional organizations related to the employee or official's job assignment.
- [X] To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- [ ] To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- [ ] To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- [ ] To pursue the County's interests in litigation or criminal justice.
- [ ] To promote the economic development interests of the County.
- [ ] To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

RECEIVED BY COUNTY AUDITOR'S OFFICE 2013 APR 9 PM 2 22

### JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

| SUMMARY OF ESTIMATED TRAVEL EXPENSES | ESTIMATED EXPENSES | (DBM USE ONLY) FUNDS AVAILABLE BALANCE |
|---|---|---|
| 1. REGISTRATION FEE(S) | $ - | |
| Subtotal for Object Code 584 | $ - | $ |
| 2. AIRFARE- ROUNDTRIP COACH FARE ONLY | $ 1,791.60 | |
| 3. TAXI FARE | $ 60.00 | |
| 4. BUS FARE | $ - | |
| 5. RENTAL CAR | $ - | |
| 6. GASOLINE/DIESEL/FUEL | $ - | |
| 7. MILEAGE REIMBURSEMENT | $ - | |
| 8. TELEPHONE CALLS | $ - | |
| 9. PARKING | $ - | |
| 10. LODGING | $ 581.67 | |
| 11. MEALS | $ 117.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ 2,550.27 | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ 2,550.27 | $ |

**MODE OF TRAVEL** (Place an "X" by applicable mode of travel)

- [ ] AIRFARE*
- [ ] BUS**
- [ ] Rental Car**
- [ ] County Vehicle**
- [ ] Private Vehicle**
- [ ] OTHER** (Specify)

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

HIDALGO COUNTY BUDGET OFFICE

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

**ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION** (Place an "X" by each of the certifications)

I certify that:

- [ ] Trip expenses are necessary and will be incurred for official county business.
- [ ] Reasonable efforts to minimize the use of county funds have been explored.
- [ ] Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- [ ] If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

| APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: | DATE: | DEPARTMENT CONTACT PERSON: | PHONE NO.: |
|---|---|---|---|
| | | | |

Lodging Req 234471
AirCard Req 234471
Meals/Taxi Req 234509
AI. 38087

**FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:**

- [V] TRAVEL IS **APPROVED** for the individuals listed below: Mariano Manzano
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

| REVIEWED BY (PRINT NAME): | DATE: | REVIEWER'S SIGNATURE: | PHONE NO.: |
|---|---|---|---|
| Janie Aleios | 3-8-13 | | 292-7085 |

| DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): | DATE: | SIGNATURE OF DBM DEPARTMENT HEAD: |
|---|---|---|
| Dina R. Trevino | 4/9/13 | |

APPROVED BY COMMISSIONERS' COURT ON: 4/29/13

COUNTY AUDITOR'S FORM T.1.1 (01/10)

# HIDALGO COUNTY, TEXAS
## SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
## CHECK REQUEST FORM
## PAGE 1 OF 2

| | | | |
|---|---|---|---|
| DEPARTMENT: | I. T. Deptment | If, applicable, was travel approved by Co. Exec. Officer? | |
| DEPARTURE DATE: | 4/9/2013 | RETURN DATE: | 4/11/2013 |
| TO CITY: | Washington | STATE: | D. C. |
| NAME OF EMPLOYEES ATTENDING SEMINAR: | Mariano Manzano | | |
| TOTAL# OF EMPLOYEES ATTENDING SEMINAR: | 1 | | |
| PURPOSE/BENEFIT TO HIDALGO COUNTY: | | | |

### A. WORKSHOP/SEMINAR REGISTRATION(S)

| | | | |
|---|---|---|---|
| TITLE OF WORKSHOP/SEMINAR: | Meeting with Census Director | | |
| SPONSORED BY: | United States Census Bureau | | |
| REGISTRATION CHECK PAYABLE TO: | | | |
| REGISTRATION ADDRESS: | | SEMINAR START DATE: | |
| | | SEMINAR END DATE: | |
| | | PURCHSE ORDER NO. | |
| 1. REGISTRATION COST PER EMPLOYEE: | | NO. OF EMPLOYEES ATTENDING AT THIS RATE: | |
| 2. REGISTRATION COST PER EMPLOYEE: | | NO. OF EMPLOYEES ATTENDING AT THIS RATE: | |
| 3. *FREE REGISTRATION COST: | "FREE" | NO. OF EMPLOYEES ATTENDING FOR "FREE": | |
| GL ACCT NO.: | | TOTAL NO. OF EMPLOYEES ATTENDING: | 0 |

| | | |
|---|---|---|
| TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A. | $ | - |
| *(SEE PAGE 2 FOR SECTIONS B, C, & D)* TOTAL THIS PAGE (A): | $ | - |
| TOTAL 2ND PAGE (B + C + D): | $ | 2,373.26 |
| GRAND TOTAL (A + B + C + D) | $ | 2,373.26 |

### E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

| DEPARTMENT'S PUBLIC OFFICIAL (Signature) | DEPARTMENT'S CONTACT PERSON | PHONE # |
|---|---|---|
| | | |

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |
|---|---|---|
| Mariano Manzano III | | 113379 |
| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |
| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |
| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |
| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |
| EMPLOYEE NAME (PRINT) | EMPLOYEE'S SIGNATURE | EMPLOYEE NO. |

RECEIVED BY COUNTY AUDITOR 2013 APR 9

# HIDALGO COUNTY, TEXAS
## SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
## PAGE 2 OF 2

RECEIVED BY COUNTY AUDITOR 2013 APR 9 PM 2 33

| | | | |
|---|---|---|---|
| DEPARTMENT: | I. T. Deptment | | |
| DEPARTURE DATE: | 4/9/2013 | RETURN DATE: | 4/11/2013 |
| TO CITY: | Washington | STATE: | D. C. |
| NAME OF EMPLOYEES ATTENDING SEMINAR: | Mariano Manzano | | |
| TOTAL# OF EMPLOYEES ATTENDING SEMINAR: | 1 | | |

### B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

| | | | |
|---|---|---|---|
| NAME OF HOTEL: | Holiday Inn Express | HOTEL PHONE NO: | 202-266-9000 |
| ADDRESS OF HOTEL: | 1917 Blabensurg NE Washington D. C. | CONFIRMATION NO.(s): | 65043132 |
| ROOM RATE: | $ 299.00 | PURCHASE ORDER NO. | |
| NUMBER OF NIGHTS: | 1 | GENERAL LEDGER ACCT NO: | 3-1100-415-00-200-002-0-583 |
| ROOM RATE: | $ 209.00 | TOTAL NO. OF ROOMS: | |
| NUMBER OF NIGHTS: | 1 | | |
| ROOM RATE: | | HOTEL TAX RATE: | 14.50% |
| NUMBER OF NIGHTS: | | | |

Citibank

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 581.66

### C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

| | | | |
|---|---|---|---|
| IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO | | IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed. | |
| NAME OF CAR RENTAL COMPANY: | | | |
| ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less* | | | |
| PHONE NUMBER OF CAR RENTAL COMPANY: | | | |
| VEHICLE NO. 1 TYPE: | | VEHICLE NO. 2 TYPE: | |
| DAILY CAR RATE: | | DAILY CAR RATE: | |
| NUMBER OF DAYS: | | NUMBER OF DAYS: | |
| CONFIRMATION NO.: | | CONFIRMATION NO. | |
| VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: | | VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING: | |
| PURCHASE ORDER NO. | | GL ACCT NO: | |

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

### D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

| | | | |
|---|---|---|---|
| NAME OF AIRLINE COMPANY: | United Airlines | | |
| ADDRESS OF AIRLINE COMPANY: | | | |
| PHONE NO. OF AIRLINE COMPANY: | | CONFIRMATION NO.: | J9PWHB |
| ROUND TRIP AIRFARE PER PERSON: | $ 1,791.60 | | |
| NUMBER OF TRAVELERS: | 1 | | |
| GENERAL LEDGER ACCOUNT NUMBEI | 3-1100-415-00-200-001-0-583 | P.O. NO. | |

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 1,791.60

SUBTOTAL ( B+C+D) $ 2,373.26

COUNTY AUDITOR'S FORM T.1.2 (01/10)

# HIDALGO COUNTY, TEXAS
## OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

### A. TRIP AND TRAVELER INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| EMPLOYEE NAME: | Mariano Manzano III | EMPLOYEE I.D. NO.: | 113379 | EMPLOYEE TITLE: | GIS Operator |
| DEPARTMENT: | I. T. Department | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? | | | |
| DEPARTURE DATE: | 4/9/13 | RETURN DATE: | 4/11/13 | | |
| TIME OF DEPARTURE: | 7:00 AM | TIME OF RETURN: | 7:00 PM | | |
| TO CITY: | Washington | STATE: | D. C. | | |
| SEMINAR/CONFERENCE/MEETING: | START DATE: 4/10/2013 | END DATE: 4/11/2013 | ACTUAL NO. OF DAYS | 2 | |
| TITLE OF WORKSHOP/CONFERENCE: | Meeting with Census Director | | | | |
| METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): | Air | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL. | | | |
| LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? | N/A | | | | |
| DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? | NO | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE? | | | |
| PURPOSE/BENEFIT TO HIDALGO COUNTY: | | | | | |

RECEIVED BY COUNTY AUDITOR 2013 APR 9

### B. ESTIMATED EXPENSES:

**I. MEALS:** (Meals for one-day travel not requiring an overnight stay will not be advanced)

| Meals will be prorated for partial days. | Meal Rate | MONTH / DAY 9-Apr | MONTH / DAY 10-Apr | MONTH / DAY 11-Apr | MONTH / DAY | MONTH/ DAY | MONTH / DAY | MONTH / DAY | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Breakfast | $9.00 | $9.00 | $9.00 | $9.00 | | | | | $27.00 | |
| Lunch | $12.00 | $12.00 | $12.00 | $12.00 | | | | | $36.00 | |
| Dinner | $18.00 | $18.00 | $18.00 | $18.00 | | | | | $54.00 | |
| Total | $39.00 | $39.00 | $39.00 | $39.00 | $0.00 | $0.00 | $0.00 | $0.00 | $117.00 | $ 117.00 |

Meal per diems must be prorated for 1st day and last day of travel as follows:

| Departure: | | Arrival: | |
|---|---|---|---|
| Before 8:00 a.m. (breakfast, lunch, & dinner) | $ 39.00 | Before 8:00 a.m. (breakfast) | $ 9.00 |
| 8:00 a.m. - 1:00 p.m. (lunch & dinner) | $ 30.00 | 8:00 a.m.- 6:00 p.m. (breakfast & lunch) | $ 21.00 |
| After 1:00 p.m. (dinner) | $ 18.00 | After 6:00 p.m. (breakfast,lunch,&dinner) | $ 39.00 |

**II. INCIDENTAL EXPENSES** (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

**III. PERSONAL VEHICLE MILEAGE** _____ Miles @ $ 0.565 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

**IV. OTHER (Itemize)**

_____ . . . . . $ _____

_____ . . . . . $ _____

**V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:** _____

**VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 117.00**

**VII. COMMENTS:**

**VII. GENERAL LEDGER ACCOUNT NUMBER:** 3-1100-415-00-200-001-0-583

### C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

*Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.*

| EMPLOYEE SIGNATURE | DEPARTMENT OFFICIAL'S NAME (Print Name) | DEPARTMENT OFFICIAL'S APPROVAL (Signature) |
|---|---|---|
| | | |

COUNTY AUDITOR'S FORM: T.1.5 (01/13)

C. **AI-37961** Master Court #2: – **APPROVED**
Approval to process payment of invoices/claims from A Sign Language Company for interpreting services with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

| Company | Invoice # | Invoice Date | Amount |
|---|---|---|---|
| A Sign Language Company | 7394 | 01/26/11 | 261.25 |
| A Sign Language Company | 8812 | 12/18/12 | 261.25 |

D. **AI-37823** Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) – **APPROVED**

E. **AI-38004** Approval to accept settlement check from MetLife Insurance Company in the amount of $798.90 to settle auto accident with County vehicle. (Const P3) – **APPROVED**

F. **AI-38005** Approval to accept settlement check from State Farm Insurance Company in the amount of $1,419.83 to settle auto accident with County vehicle. (Constable P1) – **APPROVED**

G. **AI-37959** Elections Dept: – **NO ACTION**
Requesting permission to allow Brenda Renteria (GIS Operator ) and Hilda Ramos to attend 2013 ESRI International User Conference sponsored by ESRI. The workshop/training will be held July 8, 2013 through July 12, 2013 in San Diego, California.

H. **AI-38087** IT Department: – **APPROVED**
Requesting permission for Mariano Manzano to travel to Washington, D.C. on April 9-11, 2013 on county business related to Census CQR Program

I. **AI-38088** Discussion and action on allowing county representative to speak on behalf of SB 1425 in Austin, Texas – **APPROVED JUAN MARTINEZ**

8. Human Resources - Esther Cortez:

A. **AI-37930** Fire Marshal's Office (1100): – **APPROVED**
Requesting permission to advertise/hire for the following full time position:

| Position Title | Slot # | Budgeted Salary |
|---|---|---|
| Administrative Assistant II | 0006 | $ 32,029.00 |

B. **AI-37976** Information Technology (1100)
1. Approval of the following personnel actions: – **APPROVED**

| Action | Position Title | Slot# | Salary |
|---|---|---|---|
| Delete | Technician V | 0008 | $47,703.00 |
| Delete | Administrative Assistant II | 0018 | $33,013.00 |
| Delete | Technician I | 0020 | $24,087.00 |
| Create | Application Developer IV | 0039 | $67,803.00 |
| Create | Technical Specialist I | 0040 | $37,000.00 |

2. Requesting permission to advertise/hire for the following: – **APPROVED**

| Position Title | Slot# | Salary |
|---|---|---|
| Application Developer IV | 0039 | $67,803.00 |
| Technical Specialist I | 0040 | $37,000.00 |

3. Requesting permission to allow department to advertise/hire for any future/upcoming vacancies due to urgent pending projects (i.e. Oddessy Project) – **APPROVED; REQUEST PERMISSION FROM EXECUTIVE OFFICE PRIOR TO ADVERTISE/HIRE**
4. Approval of revised salary schedule. – **APPROVED**

## Emelia Suarez

**From:** Edna Kirby [edna.kirby@co.hidalgo.tx.us]
**Sent:** Thursday, May 02, 2013 2:18 PM
**To:** emelia.suarez@auditor.co.hidalgo.tx.us
**Subject:** FW:

**Importance:** High

**From:** Mariano Manzano [mailto:mariano.manzano@co.hidalgo.tx.us]
**Sent:** Thursday, May 02, 2013 2:12 PM
**To:** Edna Kirby
**Subject:** Re:

We mistakenly went to Dulles Airport instead of Reagan.

---

**From:** "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
**To:** "mariano manzano" <mariano.manzano@co.hidalgo.tx.us>
**Sent:** Thursday, May 2, 2013 1:55:49 PM
**Subject:** FW:

**From:** Emelia Suarez [mailto:emelia.suarez@auditor.co.hidalgo.tx.us]
**Sent:** Thursday, May 02, 2013 1:39 PM
**To:** 'Edna Kirby'
**Subject:** RE:

Ms Edna,
Can you please have him explain the reason for the flight change arrangement. I will attach this email to his final.

Thank you,
Emily

---

**From:** Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
**Sent:** Thursday, May 02, 2013 1:28 PM
**To:** emelia.suarez@auditor.co.hidalgo.tx.us
**Subject:** FW:
**Importance:** High

Emily,

Please read below:

Explanation from Mariano on the flight charges.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 Ext. 6017
f. 956.318.2152

Hidalgo County, Texas
-----Original Message-----
From: Mariano Manzano [mailto:mariano.manzano@co.hidalgo.tx.us]
Sent: Thursday, May 02, 2013 1:16 PM
To: edna kirby
Subject:

Myself and Richard Alvarez had to change flight arrangements. In doing so the airline charged a fee for each individual to my credit card.

UNITED

MANZANO/MARI

REC LOC-J9PWHB PRNTR-B5D0A3

| | | | |
|---|---|---|---|
| UA | 4705 | MFE | MCALLEN |
| UA | 5186 | IAH | |

IAD/IT
11APR13/0143P

UA 5016648734

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 13

Do not expose to excessive heat or direct sunlight.
STAPLE HERE
PRINTED IN U.S.A. BY MAGNETIC TICKET AND LABEL CORP., DALLAS, TX CSM057 REV. 5/12

UNITED

PASSENGER RECEIPT 1 OF 1
11APR13 US
IT/B90067 /CHANTILLY

MANZANO/MARIANOMS
**NOT VALID FOR**
**TRANSPORTATION*

PSGR TICKET 01623625978144

IAD OO IAH J9PWHB

1 FIRST CHECKED BAG 25.00

USD 25.00

MCXXXXXXXXXXXX7206/XXXX/07122Z

1 016 2607672264 2

USD 25.00

A STAR ALLIANCE MEMBER

EXCESS BAGGAGE TICKET

THIS IS YOUR RECEIPT

FOR CONDITIONS OF CONTRACT - SEE PASSENGER TICKET AND BAGGAGE CHECK

NOT VALID FOR TRAVEL

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 13

UNITED

PASSENGER RECEIPT 1 OF 1
11APR13 US
IT/B90067 /CHANTILLY

MANZANO/MARIANOMS
**NOT VALID FOR**
**TRANSPORTATION*

PSGR TICKET 01623625978144

J9PWHB

IAD 00 IAH

2 SAME DAY CHANGE FEE 75.00 UA

USD 150.00

MCXXXXXXXXXXXX7206/XXXX/04473Z

1 016 2922074915 5

USD 150.00

A STAR ALLIANCE MEMBER

SPECIAL SERVICE TICKET

THIS IS YOUR RECEIPT

FOR CONDITIONS OF CONTRACT - SEE PASSENGER TICKET AND BAGGAGE CHECK

NOT VALID FOR TRAVEL

pd for Richard Alvarez fr. co. Judge's office

were at incorrect airport

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 12

A STAR ALLIANCE MEMBER

NAME: MANZANO/MARIAN
DATE: 11APR 116
FF#:
MILEAGE:

FLIGHT: UA 5186Y

GATE: C24R SEAT: 17D
DEPART: 230P
WASHINGTON
ARRIVE: 445P
HOUSTON
BOARD TIME: 205P
01623625978144

Do not expose to excessive heat or direct sunlight.
STAPLE HERE
PRINTED IN U.S.A. BY MAGNETIC TICKET AND LABEL CORP., DALLAS, TX CSM997 REV. 5/12

UNITED

MANZANO/MARIANOMS
11APR 9

J9PWHB B1 648734

UA 4705Y

B76 8A

BOARDING GROUP: 04

01623625978144
MFE ETICKET

A STAR ALLIANCE MEMBER

MANZANO/MARIAN
11APR 9

UA 4705Y

B76 8A
514P
HOUSTON
627P
MCALLEN
449P
01623625978144

UNITED

Premier Access

MANZANO/MARIANOMS

Tuesday, April 09, 2013

| FLIGHT | GATE | BOARD TIME | BOARDING GROUP | SEAT |
|---|---|---|---|---|
| UA5206 | 1 | 6:35 AM | 1 | 2C |

McAllen
Houston-Bush Intl
MFE to IAH

Gate May Change
Check Before
Departure

Departs: 7:00 AM
Arrives: 8:17 AM

Aisle
First

Operated by Skywest Airlines dba United Express

Confirmation J9PWHB

eTicket [illegible]

46

J9PWHB UA5206

MFE05T 2C

A STAR ALLIANCE MEMBER

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 12

UNITED

Premier Access

MANZANO/MARIANOMS

Tuesday, April 09, 2013

| FLIGHT | GATE | BOARD TIME | BOARDING GROUP | SEAT |
|---|---|---|---|---|
| UA4385 | B84N | 10:15 AM | 1 | 16B |

Houston-Bush Intl
Washington-Dulles
IAH to IAD

Gate May Change
Check Before
Departure

Departs: 10:40 AM
Arrives: 2:47 PM

Aisle
Economy

Operated by ExpressJet Airlines dba United Express

Confirmation J9PWHB

eTicket [illegible]

**Edna Kirby**

**From:** Norma Olivarez [norma.olivarez@co.hidalgo.tx.us]
**Sent:** Friday, April 05, 2013 4:56 PM
**To:** edna.kirby@co.hidalgo.tx.us
**Subject:** Fwd: eTicket Itinerary and Receipt for Confirmation J9PWHB

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 12

**From:** "United Airlines, Inc." <unitedairlines@united.com>
**To:** "NORMA OLIVAREZ" <NORMA.OLIVAREZ@CO.HIDALGO.TX.US>
**Sent:** Friday, April 5, 2013 3:38:00 PM
**Subject:** eTicket Itinerary and Receipt for Confirmation J9PWHB

UNITED | A STAR ALLIANCE MEMBER

Confirmation
J9PWHB
Check-In >

Issue Date: April 05, 2013

| Traveler | eTicket Number | Frequent Flyer | Seats |
|---|---|---|---|
| MANZANO/MARIANOMS | 0162361902021 | | ---/---/---/--- |

FLIGHT INFORMATION

| Day, Date | Flight | Class | Departure City and Time | Arrival City and Time | Aircraft | Meal |
|---|---|---|---|---|---|---|
| Tue, 09APR13 | UA5206A | | MCALLEN, TX (MFE) **7:00 AM** | HOUSTON, TX (IAH -BUSH INTL) **8:17 AM** | CRJ-700 | |
| Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS. | | | | | | |
| Tue, 09APR13 | UA4385B | | HOUSTON, TX (IAH -BUSH INTL) **10:40 AM** | WASHINGTON, DC (IAD - DULLES) **2:47 PM** | ERJ-145 | Purchase |
| Flight operated by EXPRESSJET AIRLINES INC doing business as UNITED EXPRESS. | | | | | | |
| Thu, 11APR13 | UA263 | E | WASHINGTON, DC (DCA - NATIONAL) **1:44 PM** | HOUSTON, TX (IAH -BUSH INTL) **4:04 PM** | A-320 | Purchase |
| Thu, 11APR13 | UA4705E | | HOUSTON, TX (IAH -BUSH INTL) **5:14 PM** | MCALLEN, TX (MFE) **6:27 PM** | ERJ-145 | |
| Flight operated by EXPRESSJET AIRLINES INC doing business as UNITED EXPRESS. | | | | | | |

FARE INFORMATION

| Fare Breakdown | | Form of Payment: |
|---|---|---|
| Airfare: | 1,628.84 USD | MASTERCARD |

| | | |
|---|---|---|
| U.S. Federal Transportation Tax: | 122.16 | Last Four Digits 6657 |
| U.S. Flight Segment Tax: | 15.60 | |
| September 11th Security Fee: | 10.00 | |
| U.S. Passenger Facility Charge: | 15.00 | |
| Per Person Total: | 1,791.60 USD | |
| eTicket Total: | 1,791.60 USD | |

The airfare you paid on this itinerary totals: 1,628.84 USD

The taxes, fees, and surcharges paid total: 162.76 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

/-REFUNDABLE-/

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 12

Additional Charges: Fri., Apr. 5, 2013/MasterCard 6657 was charged 25.00 USD for the following: Revenue Service Fee / EDD 01629216126624

---

**Baggage allowance and charges for this itinerary.**

Baggage fees are per traveler

| Origin and destination for checked baggage | 1st bag | 2nd bag | Max wt / dim per piece |
|---|---|---|---|
| 4/9/2013 McAllen, TX (MFE) to Washington, DC (IAD - Dulles) | 0.00 USD | 0.00 USD | 70.0lbs (32.0kg) - 62.0in (157.0cm) |
| 4/11/2013 Washington, DC (DCA - National) to McAllen, TX (MFE) | 25.00 USD | 35.00 USD | 50.0lbs (23.0kg) - 62.0in (157.0cm) |

The service charges for standard first and second checked bags (within specified size and weight limits) have been waived based on the fare purchased. Changes to the fare type purchased could result in increased baggage service charges.

---

Additional Baggage Information

**Carry-on baggage information**

United accepts one carry-on item of no more than 45 linear inches or 114 linear centimeters in the aircraft cabin, along with one personal item (such as a shoulder or laptop bag).

Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for

more information or go to united.com.

**General Baggage Information**

First and second bag service charges do not apply to active-duty members of the U.S.

military and their accompanying dependents. For additional information regarding baggage charges

allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items

or sporting equipment, visit united.com/baggage.

## eTicket Reminders

- **Check-in Requirement** - Bags must be checked and boarding passes obtained at least 30 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.

**EXCEPTION**:when departing from Atlanta, Chicago, Cleveland, Denver, Houston, Kona, Las Vegas, Los Angeles, Newark, Orlando, Philadelphia, Reno, San Francisco, Seattle or Tampa, the check in requirement time for Passengers and Bags is 45 minutes

- **Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring your boarding pass or this eTicket Receipt along with photo identification to the airport.
- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger.
- For up to the minute flight information, sign-up for your Flight Status E-mail at united.com or call 1-800-784-4444; in Spanish 1-800-579-3938.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, flights and other important policies, go to united.com.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules above.

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 15

## Customer Care Contact Information

We welcome your compliments, comments or complaints regarding United or a United travel experience. You may contact us using our Customer Care

contact form at united.com

## Proud Member of Star Alliance

We are making connections so you make yours. You can earn and redeem miles on 27 member airlines offering 21,000 daily flights and over

1100 destinations worldwide. Go to www.staralliance.com to find out more. You've earned it.

## Food for Purchase Now Available

Satisfy your cravings with something tasty from our new In-Flight Menu. Snacks or freshly prepared selections are available for purchase on most flights between two and a half and six and a half hours.

---

Split terminal operations

While we continue combining our airline, some stations will operate in multiple terminals. Be sure to check your flight status to ensure you arrive at the right terminal before your flight. You can check flight status and gate information at

united.com or on the go with mobile.united.com or the United App.

Effective with our March 3 move to a single reservation system, our operations will be split in the following airports. Baltimore MD, Geneva Switzerland, London Heathrow England, Madrid Spain, Kansas City MO, New Orleans LA,

San Diego CA, San Antonio TX, San Jose del Cabo Mexico, New York LaGuardia NY, Washington DC Regan National, Boston MA.

See united.com for where to check in at each airport

---

IMPORTANT CONSUMER NOTICES

RECEIVED BY COUNTY AUDITOR 2013 APR 22 PM 2:

- **Incorporated Terms** - Your travel is subject to United's Contract of Carriage terms. The Contract is available for inspection at any UA ticketing facility, united.com or by calling 1-800-UNITED-1. Passengers have the right to receive the full text of the terms incorporated by reference free of charge by mail or other delivery service. The Contract terms include rules about limits on liability for personal injury or death and for loss, damage, or delay of goods and baggage, check-in times, overbooking, security issues, reservations, denial of carriage, refunds, claims limits and restrictions, including time limitations for filing a claim or lawsuit, and schedule changes and irregularities. The Contract of Carriage contains further detail of these terms.
- **Additional Terms** - Depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to one or more of the following, may apply to your travel: (1) the ticket may not be refundable but may be exchangeable for a fee with another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) travel may be restricted to specific flights and/or times and minimum and/or maximum stay may be required.
- **Baggage Liability** - On domestic flights, United's maximum liability limit for checked baggage is $3300 USD per passenger and United excludes liability for all unchecked baggage. For travel within the U.S., United excludes liability for fragile, valuable or perishable items carried in all baggage including jewelry, computers, cash, camera equipment and similar valuables. If any of these items are lost, damaged or delayed, you will not be entitled to any reimbursement. You can declare excess valuation on certain baggage at the airport, additional fees will apply.
- **ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY** – Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage

embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death of or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

- **Notice—Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. *The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*
- **Personal Health** - For important health tips before your flight, including information on a serious condition called Deep Vein Thrombosis, please go to united.com.

**Thank you for choosing United Airlines**
united.com

Legal Notices. Privacy Policy
Copyright © 2013 United Air Lines, Inc. All rights reserved.

**Please do not reply to this message using the "reply" address.**
For assistance, please contact United Airlines via telephone or via e-mail.

RECEIVED BY
COUNTY AUDITOR
2013 APR 30 PM 2 12

**AI-39207** **Purchasing Department 13. A.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Fire Marshalls Office Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Approval to add/delete fuel card(s) and/or driver(s) for:

1. Fire Marshal - fuel card

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-626

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

BUDGETARY IMPACT:

Available funds as of 06/21/13.

## Attachments

fire marshal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/12/2013 02:20 PM |
| Budget & Management | Obdett Calzada | 06/12/2013 02:53 PM |
| Obdett Calzada | Obdett Calzada | 06/21/2013 11:31 AM |
| Olga Garza | Olga Garza | 06/21/2013 02:58 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Nielda Cavazos Started On: 06/12/2013 10:55 AM

Final Approval Date: 06/21/2013

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

**Department:** Fire Marshal's Office
**Billing Address:** 1124 N. M Rd., Edinburg, TX. 78542
**Fuel Card Manager:** Sulema Cavazos
This person can not have use of the fuel card
**Phone Number:** 318-2656 **County Email:** sulema.cavazos@co.hidalgo.tx.u
**Web user Name:** **Password:**
**Hidalgo Co Acct Number:** 3-1100-422-10-300-001-0-1626
**Requested By:** Wesley D. Bradley Chief Deputy
Original Signature is required — Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|---|
| 1159705 | 2005 Ford F-150 | 1FTRX12W75FA33559 | 42935 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Form F.1.1 Revised:* *Attach separate list if additional users are required*

**AI-39395** **Purchasing Department 13. B.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Hidalgo County Judge Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

1. Acceptance and approval of public purpose for the purchase of plaques for presentation to Valley Legislative Delegation Members at HCCC meeting of 6-07-13 in recognition of efforts in passing of medical school bill;

2. Ratification of PO#693397 issued on 6-10-13 to Ramon Garcia, (with requisition entered on 6-7-13 so as to order) with authority for County Treasurer to issue to check in the amount of $245.00 after processing procedures completed by County Auditor.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-413-00-110-006-0-601

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

BUDGETARY IMPACT:

Ref PO#693687, funds available.

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/21/2013 03:41 PM |
| Budget & Management | Obdett Calzada | 06/21/2013 04:17 PM |
| Obdett Calzada | Obdett Calzada | 06/21/2013 05:04 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Marty Salazar Started On: 06/21/2013 02:58 PM

Final Approval Date: 06/21/2013

COUNTY of HIDALGO

EDINBURG, TEXAS 78539


*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

***MAILING ADDRESS:***
*HIDALGO COUNTY AUDITOR'S OFFICE*
*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*


**OFFICE OF THE COUNTY AUDITOR**

**NOTICE OF DISCREPANCY AND/OR ADVISORY**

**DATE:** 06/18/2013

**TO:** Sandra De Leon

**DEPARTMENT:** (110) COUNTY JUDGE

**FROM:** Jessica Ortega

**PHONE:** (956)-318-2511 ext 4627

**REFERENCE:** GARCIA, RAMON Invoice #16804

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #16804*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- [ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- [ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- [ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- [ ] **SIGNATURE OR DATE NOT PRESENT**
- [ ] **SYSTEM SHOWS INVOICE PAID**
- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [x] **OTHER: Please attach a Purchasing Affidavit for this reimbursement. Also since the invoice was before the PO, payment cannot be processed at this time. Even though the requisition was done the date of the invoice, a PO is required for every purchase. As stated in the Local Govt Code 262.011.d A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs.**
- [ ] **COMMENTS / RECOMMENDATION:**




**HIDALGO COUNTY DISTRICT JUDGES**

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

# SALES ORDER

A&L ATHLETICS

2208 Primrose, Bldg. "O" • McAllen, TX 78504
Phone: (956) 631-2300 • Fax: (956) 682-8118
E-mail: aandlathletics@rgv.rr.com

*Invoice* 16804

| Purchase Order # | Date 6-7-13 |
|---|---|
| Tax Exempt # | Salesperson Tere |

**SOLD TO:** Ramon Garcia
**C/O:** 432-9819

**DUE BY:**

| QUANTITY | STOCK # | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| 7 | | 8X10 Plaques w/ printed plate | 35.00 | 245.00 |

RECEIVED BY COUNTY AUDITOR
2013 JUN 14 PM 4 24

Goods/services Received by: Adrian Zubia on 6/11/13
Invoice Received by: Sandra C. Pelton on 6/11/13
Purchase Order #: 093687
Acct# 3-1100-413-00-110-006-0-601

PAID 6-11-13

**TERMS & CONDITIONS**

50% Deposit Upon Ordering and 50% Deposit Upon Delivery or School Purchase Order.
I certify that the above mentioned items were received in good order.

Date _____ Time _____

Signature

| | |
|---|---|
| Sub Total | 245.00 |
| Sales Tax | 20.21 |
| Total | 265.21 |
| Down Payment | — |
| AMOUNT DUE | |

RECEIVED BY
COUNTY AUDITOR
2013 JAN 14 PM 2:24

# Purchase Order
# COUNTY OF HIDALGO

PO#: 693687

DATE: 06/10/13



VENDOR: 289019

REQ:00238069

Email:

Phone:

GARCIA, RAMON
C/O CO. JUDGE

Vendor Acct:

BUYER:

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

CONTACT:

SITE: COUNTY JUDGE

Special Instructions:

Contract No:

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS UNLESS OTHERWISE ATTACHED

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 7 | EACH | OM 8 X 10 plaques with printed plate | 35.00 | 245.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | | Total | 245.00 |
| | | ********** | | |
| | | For Hidalgo County use only | | |
| | | 3-1100-413-00-110-006-0-601 | 245.00 | |
| | | Approved | | |
| | | ---------- | | |

Authorized by: Martha L. Salazar

DEPARTMENT NAME **Hidalgo County Judge's Office**

Assistant A/P Auditor Signature:

Date Paid

INVOICE SUMMARY COVER SHEET
BUDGET ACCOUNT NUMBER: **3-1100-413-00-110-006-0**
DATE SUMITTED TO CUNTY AUDITORS 06/11/13

| | VENDOR NAME | OBJ. NO. | PURCHASE ORDER NO. | INVOICE DATE | INVOICE NUMBER | INVOICE AMOUNT | AUDITOR'S REMARKS |
|---|---|---|---|---|---|---|---|
| 1 | Ramon Garcia | 601 | 693687 | 6/7/2013 | 16804 | $ 245.00 | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |

RECEIVED BY COUNTY AUDITOR 2013 JUN 14 PM 4 24

TOTAL NUMBER OF INVOICES ATTACHED:

$ 245.00 TOTAL COVER SHEET AMOUNT

PREPARED BY: Sandra C De Leon 6/11/13
Sandra C. De Leon DATE

Yolanda Chapa
Yolanda Chapa/Jaime Longoria

RECEIVED BY
COUNTY CLERK
2005 MAR 17 PM 12:52

**AI-38977** **Purchasing Department 13. C.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract: for"Lubricants (Grease, Oil Hydraulic Fluids) and Anti Freeze Products" for Hidalgo County, under the same rates terms and conditions with Arguindegui Oil Company E-12-159-06-05 and Oil Patch Fuel and Supply E-12-159A-06-05 - effective July 15, 2013 thru September 11, 2013 or (upon completion of the procurement process which ever is most advantageous to HC);

2. Requesting authority to advertise and approval of procurement packet (i.e.,specifications - requirements, legal notice and draft contract etc.) as attached hereto for - Hidalgo County - Facilities Management Department "Lubricants (Grease - Oil - Hydraulic Fluids - Antifreeze) RFB 2013-021. Including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-672

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

BUDGETARY IMPACT:

Amount available for requisition# 235355 as of 5-31-13 $1,800.00 EXCEL SOFTWARE PROFESSIONALS, LTD.

Attachments

RFB PACKET-2013-021

DEPT. OKAY

60 Day Arguindegui

60 Day Oil Patch

ins

ins

LEGALS OK OF CONTRACT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 05/31/2013 10:26 AM |
| Budget & Management | Obdett Calzada | 05/31/2013 11:35 AM |
| Manuel Chapa | Obdett Calzada | 06/03/2013 02:31 PM |
| Purchasing Department | Marty Salazar | 06/06/2013 04:00 PM |
| Budget & Management | Obdett Calzada | 06/06/2013 04:20 PM |
| Manuel Chapa | Manuel Chapa | 06/10/2013 09:38 AM |

| | | |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/11/2013 01:56 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Yolanda Velasquez Started On: 05/29/2013 10:17 AM

Final Approval Date: 06/21/2013

| BID №: 2013-021-07-03 | Buyer: Yolanda Velasquez | Tel. No: (956) 318-2626 Ext. 4881 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## RFB: 2013-021-07-03-YZV

## BID OPENING DATE: JULY 03, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** in Accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-021-07-03-YZV- HIDALGO COUNTY – LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, JULY 03, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS- 2013-021-07-03-YZV.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"** 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 Facilities Management Department
Attn. Daniel Flores
3100 South Business 281
Edinburg, Texas 78539
(956) 289-7850

17. **SCHEDULE OF EVENTS:**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **JULY 03, 2013** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____,2013 |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal,

state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant

to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE)"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

**ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the

conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

**REPRESENTATIONS**:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

**A)** All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

**B)** Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

**C)** Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

**D)** If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

## REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.

2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern

4. The bid price will include all shipping and handling charges.

5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

7. No cash advance discount will be considered.

8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

## INSTRUCTIONS TO BIDDERS:

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

**DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

**"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item

will not be considered.

**TERMS AND CONDITIONS:**

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

**ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other

things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

**Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**a)** **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

**i)** A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.

**ii)** The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

**iii)** The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

**iv)** No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

**v)** The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**b)** **Price Reduction**: Vendor shall notify the County at the time when the Vendor=s costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**c) Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**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.

**d) Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**
Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN,** Wednesday, JUNE 26, 2013, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday JUNE 28, 2013.

## ACKNOWLEDGMENT FORM

| | | | |
|---|---|---|---|
| Company Name: | | | |
| Address: | | | |
| City/State/Zip: | | | |
| Authorized Signature: | | | |
| Authorized Signature (Print): | | | |
| Title: | | | |
| Telephone №: | | Fax №: | |
| Cell Number: | | | |
| EMAIL: | | | |

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTIFREEZE PRODUCTS)
**RFB № 2013-021-07-03-YZV**
**BID PAGE**

---

**1** **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Fleet Supreme EC** | | | |
| **Bulk** | | | |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**1E. Rotella T (15 W-40 C J 4)**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2 Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

2B **SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon Formula Shell** | | | |
| **Bulk** | | | |

2C **SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon Premium Synthetic Blend** | | | |
| **Bulk** | | | |

2D **SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

2F **SAE5W-20 SIMI SYNTHETIC**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**3** **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon Formula Shell** | | | |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |

3C **Mercon 5 - Trasmission Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **12 / 1 Qt.** | | | |
| **16 Gallon** | | | |
| **55 Gallon** | | | |

**4** **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon Steiner Hydraulic Oil** | | | |
| **55 Gallon Lubriguard 303** | | | |

**5** **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum Spirax** | | | |

**5A** **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum** | | | |

**5B** **SAE 85W-140 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum** | | | |

**5C** **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
**GL-5, MT-1, Mack GO-J**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum Spirax** | | | |

**5D** **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum** | | | |

**5E.** **SAE50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum** | | | |

**5F** **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:**
**Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | | | |
| **120 Lb Keg** | | | |
| **400 Lb Drum CAT** | | | |

**5G** **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | | | |

**6** **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

**6A** **ISO 32**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

**6B** **ISO 46**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

**6C** **ISO 68**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

**6D** **ISO 100**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | | | |
| 55 Gallon | | | |

**7** **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

**7A** **Brake Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Shell | | | |

**7B** **Power Steering Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Gunk | | | |

**8** **Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

**9** **Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

**9A** **Lithium Complex High Temp Grease meeting specifications:**
**NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg-Mystik | | | |
| 55 Gallon | | | |

**9B** **Lithium Complex High Temp Grease w/ 3% moly meeting specifications:**
**NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10-CAT | | | |
| 35# Pail | | | |
| 120 # Keg-CAT | | | |

**10** **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

**10A** **Ethylene Glycol Antifreeze meeting specifications for:**
**ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55Gallon-Shell Zone | | | |

**10B** **Extended Life Antifreeze/ Coolant meeting specifications for:**
**CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **1 Gallon** | | | |
| **55 Gallon** | | | |

**11** **Shop Chemicals and Products made available in various sizes**

**11A** **Aerosol Brake Cleaner**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11B** **Aerosol Engine Degreaser**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11C** **Aerosol Starting Fluid-Spray Can**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11D** **Aerosol Penetrating Oil – WD 40**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11E** **Oil Absorbent – Absorb & Dry**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11F** **Gasoline Fuel Additive - Seafoam**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11G** **Diesel Fuel Additives**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11H** **Engine Oil Additive**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

**11I** **Aerosol Lubricant**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

**12** **Mineral Spirits made available in the following sizes:** **5 Gallon, 55 Gallon**

**12A** **Mineral Spirits meeting specifications for:**
**Naptha, Parts Cleaner**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | | | |
| **55 Gallon** | | | |

**13** **Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **12.8 oz. can** | | | |

## BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

# REQUIREMENTS AGREEMENT
## C-13-021-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____**, 2013** by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____**, 2013** and expire on _____**, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this

Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit “C” attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo

DRAFT

County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT: _____**

HIDALGO COUNTY

By:_____
**Ramon Garcia, County Judge**

ATTEST:

_____
**Arturo Guajardo, Jr., County Clerk**

**Vendor:**

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

DRAFT

# EXHIBIT "A"
## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

# EXHIBIT "B"
# BID PAGE

DRAFT

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

DRAFT

**Zimbra** **yolanda.velasquez@co.hidalgo.tx.us**

## RE: RFB 2013-021-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS - ANTIFREEZE)

**From :** Daniel Flores <daniel.flores@co.hidalgo.tx.us> Wed, May 29, 2013 09:58 AM
**Subject :** RE: RFB 2013-021-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS - ANTIFREEZE)
**To :** 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Yolanda,
Everything looks good. Will send you the signed document.

---

**From:** Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
**Sent:** Friday, May 24, 2013 9:03 AM
**To:** daniel flores
**Cc:** Shonda Dominguez
**Subject:** RFB 2013-021-LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS - ANTIFREEZE)

Good morning,

Attach please find specifications along with bid pages for your review/comment/modification. Please forward by deadline to proceed to next step of procurement process.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
**yolanda.velasquez@co.hidalgo.tx.us**

# PURCHASING DEPARTMENT
## County Of Hidalgo

June 03, 2013

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy 359
Laredo, Texas 78043

via email: lindsay.clark@argpetro.com

**RE: Sixty (60) Day Extension to E-12-159-06-05-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"**

Dear Mr. Clark

Commissioners' Court will take applicable action on **(Tuesday, June 11, 2013)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing July 14, 2013, and Expiring September 11, 2013)** or **(upon completion of the procurement process whichever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 05, 2013, attn: Yolanda Velasquez, Buyer III to facsimile (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadline.

By:_____ Date:_____

***Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statements of Qualifications), if applicable.***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4881.Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
H. C. Purchasing Department

xc: file

APPROVED

**AI-32689** **14. G.**

**CC CONSENT**

**Meeting Date:** 06/26/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Clarification of AI #32485 (approved by CC-6-5-12) line item b of the agenda to reflect the proper contract number as C-11-079A-06-21-Oil Patch Fuel & Supply which was approved for the one (1) year renewal.

BACKGROUND

All other information and documentation is correct. It was only the "caption" on the agenda item.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

NO FISCAL IMPACT ON THIS AGENDA ITEM.

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/15/2012 03:13 PM |
| Budget & Management | Merlen P. Munoz | 06/15/2012 03:17 PM |
| Rosalinda Cantu | Rosie Cantu | 06/15/2012 04:16 PM |
| Auditor's Office | Arcilia Duran | 06/22/2012 03:43 PM |

Form Started By: Vangie Garcia Started On: 06/05/2012 04:20 PM

Final Approval Date: 06/22/2012

APPROVED

**AI-32485** **16. 0.**

**CC CONSENT**

**Meeting Date:** 06/05/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Acceptance and approval of the one (1) year renewal as provided in the following contracts with the following vendors as follow for the "Lubricants (Grease, Oil, Hydraulic Fluids) And Anti-Freeze Products with the same rates, terms and conditions:

a) C-11-079-06-21-Arguindegui Oil Company
b) ~~C-11-079-06-21~~-Oil Patch Fuel & Supply **SHOULD READ AS: C-11-079A-06-21**

BACKGROUND

Said extension effective date of July 14, 2012 with ending date of July 13, 2013 for both extensions of contracts.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Various Department Users-need to verify with Budget Office on the obj. codes.

---

Attachments

ARGUINDEGUI OIL CONTRACT
OIL PATCH FUEL & SUPPLY

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Vangie Garcia Started On: 05/22/2012 04:57 PM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 16, 2012

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy. 359
Laredo, Texas 78043

Via Email: lindsay.clark@argpetro.com

Re: Extension Of Service Contract No: C-11-079-06-21
"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

Dear Mr. Clark:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 5, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Friday, May 18, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Ray Hernandez Exec. Director of Marketing & Supply Date: 5/21/12

***Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
***Vangie Y. Garcia, Contract's Manager***
Hidalgo County Purchasing Department

# REQUIREMENTS AGREEMENT
# C-11-079-06-21

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 21, 2011** by and between **Arguindegui Oil Co. II LTD** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **July 14, 2011** and expire on **July 13, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Arguindegui Oil Co. II LTD.**
**4506 Hwy. 359**
**Laredo, Texas 78043**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract

to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
**Ramon Garcia, County Judge**

Approved by Commissioners' Court
on 6-21-11-RD

ATTEST:

_____
**Arturo Guajardo, Jr., County Clerk**

**Vendor: Arguindegui Oil Co. II LTD.**
By: _____
Printed Name: LINDSAY CLAN
Title: SALES
Date: 7/7/11

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

**APPROVED BY COMMISSIONERS COURT:** JUNE 21, 2011

# EXHIBIT "A"
## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2011

Re: **HIDALGO COUNTY**
Request for Bids -"**LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS**"
**Bid No: 2011-079-05-18-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY

"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

## Bid No: 2011-079-05-18-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 7 pages.
4. Exhibit "B" Bid Page consisting of 9 pages.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirements Agreement, consisting of 7 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 02, 2011
Date

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

| Bid No: 2011-079-05-18-MEG | Buyer II: Elena Gomez | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

## BID OPENING DATE:

## DATE: MAY 18, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** 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-2011-079-05-18-MEG - HIDALGO COUNTY- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday May 18, 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-2011-079-05-18-MEG RFB- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"**
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:

Noe Montez
**Hidalgo County Precinct #1**
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Raul Lozano/ Yolanda Cisneros
**Hidalgo County Precinct #2**
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
**Hidalgo County Precinct #3**
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Marcos Lopez
**Hidalgo County Precinct #4**
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

Anacleto Martinez, Chief Deputy
**Hidalgo County Sheriff's Dept.**
PO Box 1228
Edinburg, Texas 78539
(956) 383-8114

Richard Sunday
**Hidalgo County Facilities Mgmt**
P.O. BOX 1356
Edinburg, Texas 78539
956-289-7850

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **May 18, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

"LI

rtha L. Sa
lalgo Cou
2 S. Busi
nburg, Te

accordanc
tes and st
quipment,
The un
d/or Pur
ibed in th
attached l

ler ackno
o Bid Ch
o County
valuation

ler agrees
ar days
as.

submitte

me:

## SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

## ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

## REPRESENTATIONS:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such

hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

## REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

**INSTRUCTIONS TO BIDDERS:**

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**EVALUATION OF BID:** All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

**DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

**"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

**TERMS AND CONDITIONS:**

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.

2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges

or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

## ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

**Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant

an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**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.

d) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**
Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday May 11, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday May 13, 2011.

# ACKNOWLEDGMENT FORM

| | |
|---|---|
| Company Name: | |
| Address: | |
| City/State/Zip: | |
| Authorized Signature: | |
| Authorized Signature (Print): | |
| Title: | |
| Telephone Number: | |
| Cell Number: | |
| Fax Number: | |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Fleet Supreme EC | | | |
| Bulk | | | |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

1E. Rotella T (15 W-40 C J 4)

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2B SAE10W-30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Formula Shell | | | |
| Bulk | | | |

2C SAE5W-20

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Premium Synthetic Blend | | | |
| Bulk | | | |

2D **SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2F **SAE5W-20 SIMI SYNTHETIC**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Formula Shell | | | |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |

3C **Mercon 5 - Trasmission Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12 / 1 Qt. | | | |
| 16 Gallon | | | |
| 55 Gallon | | | |

4 **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon<br>Steiner Hydraulic Oil | | | |
| 55 Gallon<br>Lubriguard 303 | | | |

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum Spirax | | | |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum Spirax | | | |

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | | | |

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | | | |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6B ISO 46

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6C ISO 68

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6D ISO 100

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | | | |
| 55 Gallon | | | |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Shell | | | |

7B Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Gunk | | | |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg-Mystik | | | |
| 55 Gallon | | | |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10-CAT | | | |
| 35# Pail | | | |
| 120 # Keg-CAT | | | |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55Gallon-Shell Zone | | | |

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11B Aerosol Engine Degreaser

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11C Aerosol Starting Fluid-Spray Can

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11D Aerosol Penetrating Oil – WD 40

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11E Oil Absorbent – Absorb & Dry

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11F Gasoline Fuel Additive - Seafoam

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11G Diesel Fuel Additives

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11H Engine Oil Additive

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11 Aerosol Lubricant

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12.8 oz. can | | | |

## BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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.

**Revised 03/11/11**

# 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<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GEN'L AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>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.<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

## THIS FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation:** _____ **Date:**_____ **Other:** |
| **Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)** **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:** **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No |
| **To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** |

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ - ___ ___ - ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ - ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Date ►

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, 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"
# BID PAGE

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**Arguindegui Oil Co. II Ltd**
**Laredo, Texas**

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Gallon** | Conolo Super | HD 11 15W- 10 | 14.723 per Jug |
| **5 Gallon** | ADL Fleet | 15 WHD C 1-4 | 42.15 |
| **55 Gal EC Fleet Supreme** | ADL Fleet | 15 WHD C 1-4 | 406.12 |
| **Bulk** | ADL Fleet | 15 WHD C 1-4 | 6.93 |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | ----- | ------- | ------- |
| **Gallon** | ----- | ------- | ------- |
| **5 Gallon** | ADL Fleet 10 | | 40.21 |
| **55 Gallon** | ADL Fleet 10 | | 384.76 |
| **Bulk** | ADL Fleet 10 | | 6.54 |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | AOL Fleet | 30 | 41.38 |
| **55 Gallon** | AOL Fleet | 30 | 397.71 |
| **Bulk** | AOL Fleet | 30 | 6.78 |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Conolo TSX | HD 40 | 3.729 Qt |
| **5 Gallon** | AOL Fleet | 40 | 41.97 |
| **55 Gallon** | AOL Fleet | 40 | 404.19 |
| **Bulk** | AOL Fleet | 40 | 6.89 |

**1E. Rotella T** (15 W-40 C J 4)

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Gallon** | Conolo Fleet | L15 W 40 | 12.368 per Jug |
| **5 Gallon** | Conolo Fleet | L15 W 40 | 52.99 |
| **55 Gallon** | Conolo Fleet | L15 W 40 | 525.36 |
| **Bulk** | Conolo Fleet | L15 W 40 | 9.10 |

**2 Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | AOL | 5W 30 | 40.38 |
| **55 Gallon** | AOL | 5W 30 | 386.71 |
| **Bulk** | AOL | 5W 30 | 6.58 |

**2B SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | AOL | 10W 30 | 40.38 |
| **55GalFormulaShell** | AOL | 10W 30 | 386.71 |
| **Bulk** | AOL | 10W 30 | 6.58 |

**2C SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | AOL | 5W 20 | 40.38 |
| **55GalPrem Synthetic Blend** | AOL | 5W 20 | 386.71 |
| **Bulk** | AOL | 5W 20 | 6.58 |

**2D SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Gallon** | Conolo TSX | HD 30 | 12.07 |
| **5 Gallon** | AOL Fleet | 30 | 41.38 |
| **55 Gallon** | AOL Fleet | 30 | 397.71 |
| **Bulk** | AOL Fleet | 30 | 6.78 |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Gallon** | Conolo TSX | HD 40 | 11.335 per jug |
| **5 Gallon** | AOL Fleet | 40 | 41.97 |
| **55 Gallon** | AOL Fleet | 40 | 404.18 |
| **Bulk** | AOL Fleet | 40 | 6.89 |

2F **SAE5W-20 SIMI SYNTHETIC**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Conolo Super AS | 5W 20 | 3.018 per qt |
| **5 Gallon** | AOL | 5W 20 | 40.35 |
| **55 Gallon** | AOL | 5W 20 | 386.71 |
| **Bulk** | AOL | 5W 20 | 6.58 |

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | AOL | ATF | 37.50 |
| **55Gallon Formula Shell** | AOL | ATF | 355.20 |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Conolo Phillips | Type ATF | 3.465 per Qt |

4 **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gal Steiner Hydraulic Oil** | AOL Tractor | HYD | 39.91 |
| **55 Gal Lubriguard 303** | AOL Tractor | Fluid | 381.53 |

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**5A** **SAE 80W-90 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOL | 80 W 90 | 43.56 |
| 120 Lb Keg | AOL | 80 W 90 | 130.39 |
| 400 Lb Drum | AOL | 80 W 90 | 421.65 |

**5B** **SAE 85W-140 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOL | 85 W 140 | 44.32 |
| 120 Lb Keg | AOL | 85 W 140 | 132.84 |
| 400Lb Drum | AOL | 85 W 140 | 430.05 |

**5D** **SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 120 Lb Keg | AOL TRANS | SYN 50 | 256.85 |
| 400 Lb Drum | AOL TRANS | SYN 50 | 852.93 |

**5E.** **SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 120 Lb Keg | AOL TRANS | SYN 50 | 256.85 |
| 400 Lb Drum | AOL TRANS | SYN 50 | 852.93 |

**6** **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

**6A** **ISO 32**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOL | HYD 32 | 35.09 |
| 55 Gallon | AOL | HYD 32 | 328.47 |

**6B** **ISO 46**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOL | HYD 46 | 35.79 |
| 55 Gallon | AOL | HYD 46 | 336.24 |

**6C ISO 68**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOL | HYD 68 | 36.58 |
| 55 Gallon | AOL | HYD 68 | 342.71 |

**6D ISO 100**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | AOL | HYD 100 | 38.03 |
| 55 Gallon | AOL | HYD 100 | 360.82 |

**9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

**9A Lithium Complex High Temp Grease meeting specifications:**
**NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | CONOLO DYNAL SE | HT #2 | 21.435 per 10 PK |
| 120 # Keg-Mystik | CONOLO DYNAL SE | HT #2 | 272.62 |

**11 Shop Chemicals and Products made available in various sizes**
**11A Aerosol Brake Cleaner**

**11E Oil Absorbent – Absorb & Dry**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | Absorb & Dry | 50 lbs | 8.16 per bg |

**11G Diesel Fuel Additives**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | Power Service Diesel | Kleen | 11.33 per 80 oz |

# ACKNOWLEDGMENT FORM

| | |
|---|---|
| Company Name: | Arguindegui Oil Co. II Ltd. |
| Address: | 4506 Hwy 359 |
| City/State/Zip: | Laredo TX 78043 |
| Authorized Signature: | |
| Authorized Signature (Print): | LINDSAY CLARK |
| Title: | SALES |
| Telephone Number: | (956) 722-5251 |
| Cell Number: | 956 763 8346 |
| Fax Number: | (956) 727-7636 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

5-18-11

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | — | — | — |
| Gallon | CONOCO SUPER | HD 11 15W40 | $ 14.723 Per JUG |
| 5 Gallon | ADC FLEET | 15W40 CI-4 | $ 42.15 |
| 55 Gallon | | | |
| Fleet Supreme EC | " | " | $ 406.12 |
| Bulk | ADC FLEET | 15W40 CI-4 | $ 6.93 |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | — | — | — |
| Gallon | — | — | — |
| 5 Gallon | ADC FLEET | 10 | $ 40.21 |
| 55 Gallon | " | | $ 384.76 |
| Bulk | " | | $ 6.54 |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO TSX | HD 30 | $ 3.17 Per QT. |
| Gallon | " | | $ 12.07 Per JUG |
| 5 Gallon | ADC FLEET | 30 | $ 41.38 |
| 55 Gallon | " | | $ 397.71 |
| Bulk | " | | $ 6.78 |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO TSX | HD 40 | $ 3.729 Per QT |
| Gallon | " | | $ 11.385 Per JUG |
| 5 Gallon | ADC FLEET | 40 | $ 41.97 |
| 55 Gallon | " | | $ 404.19 |
| Bulk | " | | $ 6.89 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

9:39 5-18-11

1E. **Rotella T (15 W-40 C J 4)**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Fleet EC15W40 | | $ 3.698 Per QT |
| Gallon | " | | $ 12.368 Per JUG |
| 5 Gallon | " | | $ 52.99 |
| 55 Gallon | " | | $ 525.36 |
| Bulk | " | | $ 9.10 |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Super AS 5W30 | | $ 3.018 Per QT |
| Gallon | | | |
| 5 Gallon | AOC 5W30 | | $ 40.38 |
| 55 Gallon | ~~"~~ | | $ 386.71 |
| Bulk | " " | | $ 6.58 |

2B **SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Super AS 10W30 | | $ 3.018 Per QT |
| Gallon | | | |
| 5 Gallon | AOC 10W30 | | $ 40.38 |
| 55 Gallon Formula Shell | " | | $ 386.71 |
| Bulk | " | | $ 6.58 |

2C **SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Super AS 5W20 | | $ 3.018 Per QT. |
| Gallon | | | |
| 5 Gallon | AOC 5W20 | | $ 40.38 |
| 55 Gallon Premium Synthetic Blend | " | | $ 386.71 |
| Bulk | " | | $ 6.58 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

9:30 5-18

2D SAE30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO TSX | HD30 | $ 3.17 Per QT |
| Gallon | " | | $ 12.107 Per JUG |
| 5 Gallon | AOL Fleet | 30 | $ 41.38 |
| 55 Gallon | " | | $ 397.71 |
| Bulk | " | | $ 6.78 |

2E SAE40

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO TSX | HD40 | $ 3.229 Per QT |
| Gallon | " | | $ 11.335 Per JUG |
| 5 Gallon | AOL Fleet | 40 | $ 41.97 |
| 55 Gallon | " | | $ 404.18 |
| Bulk | " | | $ 6.89 |

2F SAE5W-20 SIMI SYNTHETIC

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Super | AS SW20 | $ 3.018 Per QT |
| Gallon | | | |
| 5 Gallon | AOL | SW20 | $ 40.35 |
| 55 Gallon | " | | $ 386.71 |
| Bulk | " | | $ 6.58 |

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO Super | ATF | $ 7.95 Per QT |
| Gallon | | | |
| 5 Gallon | AOL | ATF | $ 37.50 |
| 55 Gallon Formula Shell | " | | $ 355.20 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

3B Type F ATF meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | CONOCO PHILLIPS | TYPE F ATF | $ 3.465 Per QT |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |

9:39
5-18-11

3C Mercon 5 - Trasmission Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12 / 1 Qt. | | | |
| 16 Gallon | | | |
| 55 Gallon | | | |

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Steiner Hydraulic Oil | AOL TRACTOR HYD FLUID | | $ 39.91 |
| 55 Gallon Lubriguard 303 | " | | $ 381.53 |

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum Spirax | | | |

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOL 80W90 | | $ 93.56 |
| 120 Lb Keg | " | | $ 130.39 |
| 400 Lb Drum | " | | $ 421.65 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**5B** **SAE 85W-140 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOC 85W140 | | $ 44.32 |
| 120 Lb Keg | " | | $ 132.84 |
| 400 Lb Drum | " | | $ 430.01 |

9.39

**5C** **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
**GL-5, MT-1, Mack GO-J**

5-8-11

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | CONOCO TRITRON SYNGEAR | 75W90 | $ 124.27 |
| 120 Lb Keg | " | | $ 411.95 |
| 400 Lb Drum Spirax | " | | $ 1359.27 |

**5D** **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOL TRANS | SYN 50 | $ 127.93 |
| 120 Lb Keg | " | | $ 256.85 |
| 400 Lb Drum | " | | $ 852.93 |

**5E.** **SAE50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | AOC TRANS | SYN 50 | $ 127.93 |
| 120 Lb Keg | " | | $ 256.85 |
| 400 Lb Drum | " | | $ 852.93 |

**5F** **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:**
**Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | CONOCO POWER DRIVE 30 | | $ 77.95 |
| 120 Lb Keg | — | — | — |
| 400 Lb Drum CAT | " | " | $ 813.42 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | CONOCO | POWER PRWC50 | $ 78.07 |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | " | " | $ 814.85 |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

9:39
5-18-11

6A ISO 32

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOC | HYD 32 | $ 35.09 |
| 55 Gallon | " | | $ 328.47 |

6B ISO 46

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOC | HYD 46 | $ 35.79 |
| 55 Gallon | " | " | $ 336.24 |

6C ISO 68

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AOC | HYD 68 | $ 36.58 |
| 55 Gallon | " | | $ 342.71 |

6D ISO 100

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | AOC | HYD 100 | $ 38.03 |
| 55 Gallon | " | | $ 360.82 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Shell | | | |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**7B** Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | — | — | — |
| Quart | — | — | — |
| Gallon-Gunk | — | — | — |

**8** Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

9:39
5-18-11

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | — | — | — |
| 55 Gallon | — | — | — |

**9** Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

**9A** Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | CONOCO DYNALIFE HT#2 | | $ 21.435 Per 10 PK |
| 35# Pail | " | " | $ 79.51 |
| 120 # Keg-Mystik | " | " | $ 272.62 |
| 55 Gallon | " | " | $ 908.73 |

**9B** Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10-CAT | CONOCO MEGAPLEX XMS#2 | | $ 31.768 Per 10 PK |
| 35# Pail | " | " | $ 119.04 |
| 120 # Keg-CAT | " | " | $ 405.18 |

**10** Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

**10A** Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | — | — | — |
| 55Gallon-Shell Zone | — | — | — |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**10B** **Extended Life Antifreeze/ Coolant meeting specifications for:**
**CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | — | — | — |
| 55 Gallon | — | — | — |

**11** **Shop Chemicals and Products made available in various sizes**

**11A** **Aerosol Brake Cleaner**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

**11B** **Aerosol Engine Degreaser**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

**11C** **Aerosol Starting Fluid-Spray Can**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

**11D** **Aerosol Penetrating Oil – WD 40**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

**11E** **Oil Absorbent – Absorb & Dry**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| Absorb-N-Dry | 50lbs. | 8.16 per bag. |

**11F** **Gasoline Fuel Additive - Seafoam**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

**11G** **Diesel Fuel Additives**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| PowerService Diesel Kleen | 8oz. | $11.33 per 8oz. |

**11H** **Engine Oil Additive**

| Brand | Product No. | Price Per Unit |
|---|---|---|
| — | — | — |

9:39
5-18-11

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

11I Aerosol Lubricant

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | 9.39 |
| 55 Gallon | | | 5-18-11 |

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12.8 oz. can | | | |

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: ARGUINDEGUI OIL CO. II LTD.
ADDRESS: 4506 Hwy 359
CITY/STATE/ZIP CODE: LAREDO TX 78043
PHONE NUMBER: 956 722 5257
E-MAIL ADDRESS: LINDSAY.CLARK@ARGPETRO.COM
CELLULAR NUMBERS: 956 763 8346
FAX NUMBER: 956 727 7636
AUTHORIZED SIGNATURE:
PRINTED NAME: LINDSAY CLARK
TITLE: SALES
DATE: 5/17/11

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2011

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 | Kahn Insurance Agency, LLC<br>P.O. Box 450550<br>Laredo TX 78045 |
| CONTACT NAME: | Greg Kahn |
| PHONE (A/C, No, Ext): | (956) 231-0321 |
| FAX (A/C, No): | (888) 650-1867 |
| E-MAIL ADDRESS: | gregkahn@kahn-insurance.com |
| INSURED | Arguindegui Management Co, LLC<br>Arguindegui Oil Co. II Ltd<br>PO BOX 1524<br>Laredo TX 78042- |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Interstate Insurance Company | 32620 |
| INSURER B : Navigators Insurance Company | 42307 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | EFD483014901 | 06/27/2011 | 06/27/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS<br>X MSC90 / X CA9948 | | | EFD483014901 | 06/27/2011 | 06/27/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED X RETENTION $ 0 | | | NY11EXC709377IV | 06/27/2011 | 06/27/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both as required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Hidalgo County
Attn. Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539-

**CANCELLATION**

AI 000096

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

## Evangelina Garcia

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, June 10, 2011 5:01 PM
**To:** 'Evangelina Garcia'
**Subject:** FW: Arguindegui Oil Contract-Lubricants

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Friday, June 10, 2011 4:41 PM
**To:** 'Martha Salazar'
**Subject:** RE: Arguindegui Oil Contract-Lubricants

The contract is fine.

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, June 10, 2011 10:04 AM
**To:** 'Steve Crain'
**Cc:** 'Evangelina Garcia'
**Subject:** FW: Arguindegui Oil Contract-Lubricants
**Importance:** High

Mr. Crain:
Please review and comment as to form.
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Thursday, June 09, 2011 9:46 AM
**To:** martha.salazar@co.hidalgo.tx.us
**Subject:** Arguindegui Oil Contract-Lubricants

Marty,
Attached for legal review and comments is the contract with Arguindegui Oil for the Lubricants Project. Buyer is wanting to place for approval of award/contract on the next Commissioners Court date of June 21, 2011.

Thank you

*Vangie Y. Garcia, Contract's Manager*
*2802 S. Business Hwy. 281*
*New Administration Building*
*Edinburg, Texas 78539*
*(956) 292-7000-Extension 4856*
*email: evangelina.garcia@co.hidalgo.tx.us*

# PURCHASING DEPARTMENT
## County Of Hidalgo

June 03, 2013

Oil Patch Fuel & Supply
Attn: Veronica Martinez
4004 N. Cage Blvd.
Pharr, Texas 78577

via email: veronicajmtz@att.net

**RE: Sixty (60) Day Extension to E-12-159A-06-05-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"**

Dear

Commissioners' Court will take applicable action on **(Tuesday, June 11, 2013)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing July 14, 2013, and Expiring September 11, 2013)** or **(upon completion of the procurement process whichever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 05, 2013, attn: Yolanda Velasquez, Buyer III to facsimile (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadline.

By:_____ Date:_____

***Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statements of Qualifications), if applicable.***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4881.Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
H. C. Purchasing Department

xc: file

APPROVED

**AI-32689** **14. G.**

**CC CONSENT**

**Meeting Date:** 06/26/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Clarification of AI #32485 (approved by CC-6-5-12) line item b of the agenda to reflect the proper contract number as C-11-079A-06-21-Oil Patch Fuel & Supply which was approved for the one (1) year renewal.

BACKGROUND

All other information and documentation is correct. It was only the "caption" on the agenda item.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

NO FISCAL IMPACT ON THIS AGENDA ITEM.

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/15/2012 03:13 PM |
| Budget & Management | Merlen P. Munoz | 06/15/2012 03:17 PM |
| Rosalinda Cantu | Rosie Cantu | 06/15/2012 04:16 PM |
| Auditor's Office | Arcilia Duran | 06/22/2012 03:43 PM |

Form Started By: Vangie Garcia Started On: 06/05/2012 04:20 PM

Final Approval Date: 06/22/2012

APPROVED

**AI-32485** **16. 0.**

**CC CONSENT**

**Meeting Date:** 06/05/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Acceptance and approval of the one (1) year renewal as provided in the following contracts with the following vendors as follow for the "Lubricants (Grease, Oil, Hydraulic Fluids) And Anti-Freeze Products with the same rates, terms and conditions:

a) C-11-079-06-21-Arguindegui Oil Company
b) ~~C-11-079-06-21~~-Oil Patch Fuel & Supply **SHOULD READ AS: C-11-079A-06-21**

BACKGROUND

Said extension effective date of July 14, 2012 with ending date of July 13, 2013 for both extensions of contracts.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Various Department Users-need to verify with Budget Office on the obj. codes.

---

Attachments

ARGUINDEGUI OIL CONTRACT
OIL PATCH FUEL & SUPPLY

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Vangie Garcia Started On: 05/22/2012 04:57 PM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 16, 2012

Oil Patch Fuel & Supply
***Attn: Veronica***
4004 N. Cage Blvd.
Pharr, Texas 78577

Via: Certified Mail veronicajmtz@att.net

Re: Extension Of Service Contract No: C-11-079A-06-21
"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

Dear Ms. Veronica:
Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 5, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Friday, May 18, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Veronica Martinez Date: 5/18/12

***Additionally, we are requesting your company provide an <u>updated certificate of insurance</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
***Vangie Y. Garcia, Contract's Manager***
Hidalgo County Purchasing Department

# REQUIREMENTS AGREEMENT
# C-11-079A-06-21

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 21, 2011** by and between **Oil Patch Fuel & Supply, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **July 14, 2011** and expire on **July 13, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Oil Patch Fuel & Supply, Inc.**
**4004 N. Cage**
**Pharr, Texas 78577**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
**Ramon Garcia, County Judge**

Approved by Commissioners' Court
on 6/21/11 RG

ATTEST:

_____
**Arturo Guajardo, Jr., County Clerk**

**Vendor: Oil Patch Fuel & Supply, Inc.**
By: _____
Printed Name: Veronica Martinez
Title: Branch Manager
Date: 6/29/11

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Stephen L. Crain

**APPROVED BY COMMISSIONERS COURT:** JUNE 21,2011

# EXHIBIT "A"
## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -"**LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS**"
**Bid No: 2011-079-05-18-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY

"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

**Bid No: 2011-079-05-18-MEG**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 7 pages.
4. Exhibit "B" Bid Page consisting of 9 pages.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirements Agreement, consisting of 7 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 02, 2011
Date

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

| Bid No: 2011-079-05-18-MEG | Buyer II: Elena Gomez | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

## BID OPENING DATE:

## DATE: MAY 18, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** 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-2011-079-05-18-MEG - HIDALGO COUNTY- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday May 18, 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-2011-079-05-18-MEG RFB- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"**
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:

Noe Montez
**Hidalgo County Precinct #1**
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Raul Lozano/ Yolanda Cisneros
**Hidalgo County Precinct #2**
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
**Hidalgo County Precinct #3**
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Marcos Lopez
**Hidalgo County Precinct #4**
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

Anacleto Martinez, Chief Deputy
**Hidalgo County Sheriff's Dept.**
PO Box 1228
Edinburg, Texas 78539
(956) 383-8114

Richard Sunday
**Hidalgo County Facilities Mgmt**
P.O. BOX 1356
Edinburg, Texas 78539
956-289-7850

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **May 18, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"**
**BID NO.: 2011-079-05-18-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, Texas 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

## ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

## REPRESENTATIONS:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such

hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

## REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. BID PRICE: Bid your lowest delivery price as of the bid opening date.

11. Detailed explanation of warranties must be provided with bid.

## INSTRUCTIONS TO BIDDERS:

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**EVALUATION OF BID:** All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

**DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

**"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

## TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.

2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges

or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

## ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

**Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant

an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**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.

d) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**
Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday May 11, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday May 13, 2011.

# ACKNOWLEDGMENT FORM

| | |
|---|---|
| Company Name: | |
| Address: | |
| City/State/Zip: | |
| Authorized Signature: | |
| Authorized Signature (Print): | |
| Title: | |
| Telephone Number: | |
| Cell Number: | |
| Fax Number: | |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Fleet Supreme EC** | | | |
| **Bulk** | | | |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1E. Rotella T (15 W-40 C J 4)

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2B SAE10W-30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Formula Shell | | | |
| Bulk | | | |

2C SAE5W-20

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Premium Synthetic Blend | | | |
| Bulk | | | |

2D SAE30

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2E SAE40

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

2F SAE5W-20 SIMI SYNTHETIC

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |
| Bulk | | | |

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon Formula Shell | | | |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | | |
| Gallon | | | |
| 5 Gallon | | | |
| 55 Gallon | | | |

3C **Mercon 5 - Trasmission Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12 / 1 Qt. | | | |
| 16 Gallon | | | |
| 55 Gallon | | | |

4 **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon<br>Steiner Hydraulic Oil | | | |
| 55 Gallon<br>Lubriguard 303 | | | |

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum Spirax | | | |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum Spirax | | | |

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | | | |

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum CAT | | | |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6B ISO 46

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6C ISO 68

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6D ISO 100

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | | | |
| 55 Gallon | | | |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Shell | | | |

7B Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon-Gunk | | | |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg-Mystik | | | |
| 55 Gallon | | | |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10-CAT | | | |
| 35# Pail | | | |
| 120 # Keg-CAT | | | |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55Gallon-Shell Zone | | | |

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11B Aerosol Engine Degreaser

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11C Aerosol Starting Fluid-Spray Can

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11D Aerosol Penetrating Oil – WD 40

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11E Oil Absorbent – Absorb & Dry

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11F Gasoline Fuel Additive - Seafoam

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11G Diesel Fuel Additives

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11H Engine Oil Additive

| Brand | Product No. | Price Per Unit |
|---|---|---|
| | | |

11I Aerosol Lubricant

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12.8 oz. can | | | |

## BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>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.<br>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. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

## THIS FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | |

or

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person** ► | **Date** ►

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, 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"
# BID PAGE

HIDALGO COUNTY
TABULATION SHEET
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

## Oil Patch Fuel & Supply, Inc.
## Pharr, Texas

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Rotella T 130 W | 19903 | 3.08 / qt |
| **Gallon** | Rotella T 130 W | 19857 | 11.89 / gal |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | N/A | |
| **Gallon** | Rotella T 140 W | 19585 | 11.89 / gal. |

**1E.** **Rotella T** (15 W-40 C J 4)

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Rotella Tripple 15w- 40 | 219905 | 3.33 per qt |

**2** **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | FSSW30 MOG F5 formula shell | 1244074 | 2.80 per qt |

2B **SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | FS10W30 MOG F5 formula shell | 1224081 | 2.76 PER QT |

2C **SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Formula Shell GF5 | 122480 | 2.77 PER QT |

2D **SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Formula Shell 30 W | 24070 | 2.76 per qt |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | FormulaShell40W | 24071 | 2.76 per qt |

**3 Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | Formula Shell ATF | 53010 | 2.62 per qt |

**5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: GL-5, MT-1, Mack GO-J**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | SPIRAX EW 75W-90 | 22420 | 94.49 |
| **120 Lb Keg** | SPIRAX EW 75W-90 | 22419 | 316.36 |
| **400 Lb Drum Spirax** | SPIRAX EW 75W-90 | 22418 | 1,038.64 |

**5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | SPIRAX GSX 50W | 70736 | 118.33 |

**5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | SPIRAX GSX 50W | 70736 | 118.33 |

**5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | ROTELLA T130 W | 19891 | 58.08 |
| **400 Lb Drum CAT** | Rotella T130W | 19856 | 602.58 |

**5G** **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | DONAX TC-50 | 53084 | 60.55 |
| **400 Lb Drum CAT** | DONAX TC-50 | 53084 | 635.25 |

**7** **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

**7A** **Brake Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Pint** | FSDot 3 Brake fluid | 1251202 | 1.62 per pint |

**7B** **Power Steering Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Pint** | Formula Shell PSF | 1251203 | 1.57 per pint |

**9** **Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums**

**9A** **Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **35# Pail** | RETINAX LX 2 | 67712 | 78.92 |
| **55 Gallon** | RETINAX LX 2 | 67715 | 875.60 |

**9B** **Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Case 10-CAT** | RETINAX CMX2 | 71118 | 28.80 |
| **35# Pail** | RETINAX CMX2 | 71118 | 104.72 |
| **120 # Keg-CAT** | RETINAX CMX2 | 71118 | 351.12 |

**10** **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

**10A** **Ethylene Glycol Antifreeze meeting specifications for: ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **55Gallon-Shell zone** | PAR 50150 | 55 PAR 50 | 207.74 |

**10B Extended Life Antifreeze/ Coolant meeting specifications for:**
**CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **1 Gallon** | ROTELLA EIC 50150 | 0694042 | 10.56 per gal |
| **55 Gallon** | ROTELLA EIC 50150 | 5522522 | 554.78 |

**12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon**

**12A Mineral Spirits meeting specifications for:**
**Naptha, Parts Cleaner**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | Mineral Spirit | 3564 | 30.95 |
| **55 Gallon** | Mineral Spirit | 5564 | 299.70 |

# ACKNOWLEDGMENT FORM

| | |
|---|---|
| Company Name: | Oil Patch Fuel & Supply, Inc. |
| Address: | 4004 N. Cage |
| City/State/Zip: | Pharr, Tx. 78577 |
| Authorized Signature: | Veronica Martinez |
| Authorized Signature (Print): | Veronica Martinez |
| Title: | Branch Manager |
| Telephone Number: | 956-781-9047 |
| Cell Number: | 956-455-3331 |
| Fax Number: | 956-781-9874 |

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Rimula Super 15w-40 | N/A | N/A |
| Gallon | N/A | N/A | N/A |
| 5 Gallon | Rimula Super 15w-40 | 71399 | 50.58 |
| 55 Gallon | | | |
| Fleet Supreme EC | Rimula Super 15w-40 | 71399 | 519.21 |
| Bulk | Rimula Super 15w-40 | 71399 | 8.25 |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | N/A | N/A | N/A |
| Gallon | N/A | N/A | N/A |
| 5 Gallon | Rotella T. 10W | 19890 | 52.91 |
| 55 Gallon | Rotella T. 10W | 19855 | 602.58 |
| Bulk | N/A | N/A | N/A |

OPENED 9:40 5-18-1
Witnessed

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Rotella T. 130W | 19903 | 3.08 / qts. |
| Gallon | Rotella T. 130W | 19857 | 11.89 / gal. |
| 5 Gallon | Rotella T. 130W | 19891 | 58.08 |
| 55 Gallon | Rotella T. 130W | 19856 | 602.58 |
| Bulk | N/A | N/A | N/A |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | N/A | |
| Gallon | Rotella T 140W | 19858 | 11.89 / gal. |
| 5 Gallon | Rotella T. 140W | 19892 | 58.08 |
| 55 Gallon | Rotella T. 40W | 19860 | 602.58 |
| Bulk | | | |

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

1E. Rotella T (15 W-40 C J 4)

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Rotella Tripple 15w-40 | 219905 | 3.33 per qts |
| Gallon | Rotella Tripple 15w-40 | 03 19913 | 13.29 per gallon |
| 5 Gallon | Rotella Tripple 15w-40 | 35 19914 | 62.64 |
| 55 Gallon | Rotella Tripple 15w-40 | 55 19918 | 629.20 |
| Bulk | Rotella Triple 15w-40 CJ 4 | 04734 | 10.27 per gallon |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | FS5w30 MOGFS Formula Shell | 122407 4 | 2.89 per qts |
| Gallon | | N/A | |
| 5 Gallon | | N/A | |
| 55 Gallon | FS5w-30MOGFS Formula Shell | 55 24073 | 540.89 |
| Bulk | FS5w30 MOGFS | 05520 | 8.73 |

OPENED 9:40 5-18-11 Witnesse

2B **SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | FS10w30 MOGFS Formula Shell | 122408 1 | 3.76 per qts |
| Gallon | | N/A | |
| 5 Gallon | Formula Shell | 3505521 | 45.59 |
| 55 Gallon Formula Shell | Formula Shell | 55 24079 | 481.54 |
| Bulk | FS10w30 MOGFS | 05521 | 8.58 |

2C **SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Formula Shell GFS | 122480 ~~0124076~~ | 2.72 per qts |
| Gallon | | N/A | |
| 5 Gallon | Formula Shell | 3505519 | 44.68 |
| 55 Gallon Premium Synthetic Blend | FS5w20 MOGFS Formula Shell GFS | 5524075 | 489.95 |
| Bulk | FS5w-20 MOGFS | 05519 | 8.73 |

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

2D **SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Formula Shell 30W | 24070 | 2.76/qt. |
| Gallon | | N/A | |
| 5 Gallon | | N/A | |
| 55 Gallon | Formula Shell 30W | 24072 | 526.48 |
| Bulk | | | |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Formula Shell 40W | 24071 | 2.76/qts. |
| Gallon | | N/A | |
| 5 Gallon | | N/A | |
| 55 Gallon | | N/A | |
| Bulk | | N/A | |

OPENED 9:40 5-18-11 Witnesse

2F **SAE5W-20 SIMI SYNTHETIC**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | QS. 5W-20SB | 24129 | 3.23/qt. |
| Gallon | | N/A | |
| 5 Gallon | | N/A | |
| 55 Gallon | QS 5W-20 SB | 24128 | 680.90 |
| Bulk | | N/A | |

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | Formula Shell ATF | 53010 | 2.62/qt. |
| Gallon | | N/A | |
| 5 Gallon | Formula Shell ATF | 22403 | 49.66 |
| 55 Gallon Formula Shell | Formula Shell ATF | 22402 | 510.01 |

HIDALGO COUNTY
BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

3B Type F ATF meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Quart | | N/A | |
| Gallon | | N/A | |
| 5 Gallon | | N/A | |
| 55 Gallon | | N/A | |

OPENED 9:40 5-18-11 Witnessed

3C Mercon 5 - Trasmission Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12 / 1 Qt. | | N/A | |
| 16 Gallon | | N/A | |
| 55 Gallon | | N/A | |

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Steiner Hydraulic Oil | DonaxTD | 00323 | 60.00 |
| 55 Gallon Lubriguard 303 | DonaxTD | 00323 | 614.68 |

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | N/A | |
| 120 Lb Keg | | N/A | |
| 400 Lb Drum Spirax | | N/A | |

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Spirax HD80W-90 | 22425 | 59.56 |
| 120 Lb Keg | Spirax HD80W-90 | 22424 | 199.19 |
| 400 Lb Drum | Spirax HD80W-90 | 59210 | 1651.64 |

**5B** **SAE 85W-140 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Spirax HD 85W-140 | 59212 | 59.18 |
| 120 Lb Keg | Spirax HD 85W-140 | 59212 | 198.17 |
| 400 Lb Drum | Spirax HD 85W-140 | 59212 | 651.94 |

OPENED 9:40 5-18-11 Witnessed

**5C** **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: GL-5, MT-1, Mack GO-J**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Spirax EW 75W-90 | 22420 | 94.49 |
| 120 Lb Keg | Spirax EW 75W-90 | 22419 | 316.36 |
| 400 Lb Drum Spirax | Spirax EW 75W-90 | 22418 | 1,038.64 |

**5D** **SAE 50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Spirax GSX 50W | 70736 | 118.33 |
| 120 Lb Keg | | N/A | |
| 400 Lb Drum | Spirax GSX 50W | 70739 | 1,315.87 |

**5E.** **SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Spirax GSX 50W | 70736 | 118.33 |
| 120 Lb Keg | | | |
| 400 Lb Drum | Spirax GSX 50W | 70739 | 1,315.87 |

**5F** **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | Rotella T 30W | 19891 | 58.08 |
| 120 Lb Keg | | N/A | |
| 400 Lb Drum CAT | Rotella T 30W | 19856 | 602.58 |

5G **CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | DonaxTC-50 | 53084 | 60.55 |
| 120 Lb Keg | N/A | N/A | N/A |
| 400 Lb Drum CAT | DonaxTC-50 | 53084 | 635.25 |

OPENED 9:40 5-18-11 Witnessed

6 **Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.**

6A **ISO 32**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AW Hyd 32 | 65500 | 39.01 |
| 55 Gallon | AW Hyd 32 | 65500 | 391.97 |

6B **ISO 46**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AW Hyd 46 | 3565501 | 39.01 |
| 55 Gallon | AW Hyd 46 | 5565501 | 391.97 |

6C **ISO 68**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | AW Hyd 68 | 3565502 | 39.01 |
| 55 Gallon | AW Hyd 68 | 5565502 | 391.97 |

6D **ISO 100**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon Quincy | Omala 100 | 3565103 | 64.80 |
| 55 Gallon | Omala 100 | 5565103 | 670.83 |

7 **BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering**

7A **Brake Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | FS DOT 3 Brake Fluid | 12 51202 | 1.62 per Pint |
| Quart | | N/A | N/A |
| Gallon-Shell | | N/A | N/A |

BID PAGE
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS) & ANTI-FREEZE PRODUCTS"
RFB NO.: 2011-079-05-18-MEG

**7B** Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | Formula Shell PSF | 1251203 | 1.57 per pint |
| Quart | | N/A | N/A |
| Gallon-Gunk | | N/A | N/A |

**8** Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

OPENED 9:40 5-18-11 Witnessed

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | N/A |
| 55 Gallon | | | N/A |

**9** Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

**9A** Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | Retinax LX2 | 67710 | 22.10 per case |
| 35# Pail | Retinax LX2 | 67712 | 78.92 |
| 120 # Keg-Mystik | Retinax LX2 | 67708 | 274.56 |
| 55 Gallon | Retinax LX2 | 67715 | 875.60 |

**9B** Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10-CAT | Retinax CMX2 | 71118 | 28.80 |
| 35# Pail | Retinax CMX2 | 71118 | 104.72 |
| 120 # Keg-CAT | Retinax CMX2 | 71118 | 351.12 |

**10** Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

**10A** Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | N/A | |
| 55Gallon-Shell Zone | PAR 50150 | 55PAR50 | 207.74 |

**10B** Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | Rotella ELC50150 | 06 94042 | 10.56 ea gallon |
| 55 Gallon | Rotella ELC50150 | 5522522 | 554.78 |

**11** Shop Chemicals and Products made available in various sizes

**11A** Aerosol Brake Cleaner

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

OPENED 9:40 5-18-11 Witnessed

**11B** Aerosol Engine Degreaser

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11C** Aerosol Starting Fluid-Spray Can

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11D** Aerosol Penetrating Oil – WD 40

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11E** Oil Absorbent – Absorb & Dry

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11F** Gasoline Fuel Additive - Seafoam

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11G** Diesel Fuel Additives

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

**11H** Engine Oil Additive

| Brand | Product No. | Price Per Unit |
|---|---|---|
| N/A | N/A | N/A |

OPENED 9:40 5-18-11 Witnessed

| | | Brand | Product No. | Price Per Unit |
|---|---|---|---|---|
| 11I | Aerosol Lubricant | N/A | N/A | N/A |
| 12 | Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon | | | |
| 12A | Mineral Spirits meeting specifications for: Naptha, Parts Cleaner | | | |
| | 5 Gallon | Mineral Spirit | 3564 | 30.95 |
| | 55 Gallon | Mineral Spirit | 35564 | 299.70 |
| 13 | Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom | | | |
| | 12.8 oz. can | N/A | N/A | N/A |

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: Oil Patch Fuel & Supply, Inc.
ADDRESS: 4004 N. Cage
CITY/STATE/ZIP CODE: Pharr, Tx. 78577
PHONE NUMBER: 956-781-9047
E-MAIL ADDRESS: veronicajmtz@att.net
CELLULAR NUMBERS: 956-455-3331
FAX NUMBER: 956-781-9874
AUTHORIZED SIGNATURE: Veronica Martinez
PRINTED NAME: Veronica Martinez
TITLE: Branch Manager
DATE: 5/17/11

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2011

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**
CCIM, Inc dba Capitol City Ins
and The Insurance Store
8030 N Mopac
Austin TX 78759

SEP 7 2011

**INSURED**
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court

Brownsville TX 78526

CONTACT NAME: Christa Moeller
PHONE (A/C, No, Ext): (512)343-0280 FAX (A/C, No): (512)343-0352
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance | |
| INSURER B: Texas Mutual Insurance Company | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** CL119103471 **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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | CPO9451422 | 9/14/2011 | 9/14/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>X ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X MCS-90<br>X CA9948 Pollution | | | CPO9451422 | 9/14/2011 | 9/14/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured motorist combined | $ 1,000,000<br>$<br>$<br>$<br>$ 100,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | UMB9401892 | 9/14/2011 | 9/14/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TSF0001162184 | 9/14/2011 | 7/14/2012 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on general liability as per written contract. For Delivery of Fuel.

**CERTIFICATE HOLDER**

(956)292-7612

Hidalgo County
Attn:Martha Salazar/Purchasing
100 East Cano 4th Floor
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/SHEILA


© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

## Evangelina Garcia

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, June 10, 2011 5:09 PM
**To:** 'Evangelina Garcia'
**Subject:** FW: Oil Patch Contract-Lubricants

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Friday, June 10, 2011 4:48 PM
**To:** 'Martha Salazar'
**Subject:** RE: Oil Patch Contract-Lubricants

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, June 10, 2011 10:02 AM
**To:** 'Steve Crain'
**Cc:** 'Evangelina Garcia'
**Subject:** FW: Oil Patch Contract-Lubricants
**Importance:** High

Mr. Crain:
Please review and comment as to form.
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Thursday, June 09, 2011 9:48 AM
**To:** martha.salazar@co.hidalgo.tx.us
**Subject:** Oil Patch Contract-Lubricants

Marty,
Attached for legal review and comments is the contract with Oil Patch Fuel & Supply. Buyer is wanting to place an agenda item for next Commissioners Court date of June 21, 2011 for approval of award/contract.

Thank you

*Vangie Y. Garcia, Contract's Manager*
*2802 S. Business Hwy. 281*
*New Administration Building*
*Edinburg, Texas 78539*
*(956) 292-7000-Extension 4856*
*email: evangelina.garcia@co.hidalgo.tx.us*

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2013

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

RECEIVED
MAY 28 2013
By

INSURED
ARGUINDEGUI OIL COMPANY II LTD
PO BOX 1367
LAREDO, TX 78042-1367
229-299-3

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949
FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FEDERATED MUTUAL INSURANCE COMPANY | 13935 |
| INSURER B: FEDERATED SERVICE INSURANCE COMPANY | 28304 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 48 REVISION NUMBER: 0

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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | N | N | 9029560 | 06/27/2013 | 06/27/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | N | N | 9029560 | 06/27/2013 | 06/27/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION | N | N | 9029561 | 06/27/2013 | 06/27/2014 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N / A | N | 5285477 | 05/01/2013 | 05/01/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL NAMED INSUREDS INCLUDE
ARGUINDEGUI MANAGEMENT CO LLC

CERTIFICATE HOLDER

229-299-3 48 0
HIDALGO COUNTY
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/6/2012

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: Christa Moeller |
|---|---|
| CCIM, Inc dba Capitol City Ins<br>and The Insurance Store<br>8030 N Mopac<br>Austin TX 78759 | PHONE (A/C, No, Ext): (512)343-0280 FAX (A/C, No): (512)343-0352<br>E-MAIL ADDRESS: christam@ccinsurance.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Crum & Forster | |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court
Brownsville TX 78526

**COVERAGES** **CERTIFICATE NUMBER:CL129606713** **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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | CPO9451422 | 9/14/2012 | 9/14/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>X ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X MCS-90<br>X CA9948 Pollution | | | CPO9451422 | 9/14/2012 | 9/14/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured motorist combined | $ 1,000,000<br>$<br>$<br>$<br>$ 100,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | UMB9401892 | 9/14/2012 | 9/14/2013 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TSF0001162184 | 9/14/2012 | 9/14/2013 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured on general liability per FM 101.0.1206 08 03.

**CERTIFICATE HOLDER**

(956)292-7612

Hidalgo County
Attn:Martha Salazar/Purchasing
100 East Cano 4th Floor
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwayne Baker/CHRSTA


© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Crum & Forster
A FAIRFAX Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY

# GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided by the Commercial General Liability Coverage Form, CG 00 01.

I. NON-OWNED WATERCRAFT

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is deleted and replaced with the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

II. TENANT'S LEGAL LIABILITY COVERAGE

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph of 2. is deleted and replaced with the following:

Exclusions c. through n., except for exclusion f, do not apply to "Property Damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit applies to this coverage which is the greater of:

a. The Damage To Premises Rented To You Limit for each occurrence shown in the Declarations; or

b. $300,000.

Under SECTION III - LIMITS OF INSURANCE, paragraph 6. does not apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## III. SUPPLEMENTARY PAYMENTS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A and B, is revised as follows:

1. In paragraph 1.b., the limit of $250 for bail bonds is increased to $1,000.

2. In paragraph 1.d., the limit of $250 for daily loss of earnings is increased to $1,000.

## IV. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, 4. is deleted and replaced with the following:

Any organization you newly acquire or from, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the end of the policy period.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## V. MEDICAL AND DENTAL PAYMENTS

Under SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS, if COVERAGE C. MEDICAL PAYMENTS, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:

   a. $15,000; or

   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

   However, if a lower limit is shown on the Supplemental Schedule, that limit shall apply.

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

2. The requirement, in C.1.a.(2) that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years from the date of the accident.

## VI. BROAD KNOWLEDGE/NOTICE OF OCCURRENCE

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirement in condition 2.a.that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. you, if you are an individual;
2. a partner, if you are a partnership;
3. a member, if you are a joint venture;
4. *an* "executive officer" manager or supervisor if you are a corporation; *and*
5. a member, if you are a limited liability company.

The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. you, if you are an individual;
2. a partner, if you are a partnership;
3. a member, if you are a joint venture;
4. an "executive officer", manager or supervisor if you are a corporation, and
5. a member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a liability "occurrence", coverage for which is provided by this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS), Condition 2. It is agreed, however, that you shall give notification of such "occurrence" to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

## VII. BROAD FORM NAMED INSURED

The following is added to 1. d. under SECTION II - WHO IS AN INSURED:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply.

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

## VIII. MOBILE EQUIPMENT

The following is added under SECTION V - DEFINITIONS, 12. "Mobile Equipment":

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## IX. ADDITIONAL INSUREDS BY WRITTEN CONTRACT

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization whom you are required to add as an additional insured to this policy by a written contract or written agreement that is:

(1) currently in effect or becoming effective during the term of this policy; and

(2) executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

A. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:

   (a) premises you own, rent, lease, or occupy or

   (b) your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.

2. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

B. If the additional insured is an architect, engineer, or surveyor, the insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional services including:

1. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and supervisory, inspection, or engineering services.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, under 4. Other Insurance, is amended as follows:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

The following is added to item a.:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

D. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury" or "property damage" occurring after:

(a) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

## X. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any state or political subdivision which has issued a permit to you.

1. This applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

a. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of operations performed for the state or municipality; or

b. "Bodily Injury" or "Property Damage" included within the "Products-Completed Operations Hazard".

## XI. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

The following is added under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.

2. Exclusion k. does not apply to:

   a. use of elevators; or

   b. liability assumed under a sidetrack agreement

The insurance afforded by reason of this coverage XI is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

## XII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Your unintentional failure to disclose all hazards or prior "Occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

## XIII. MENTAL ANGUISH, MENTAL INJURY OR HUMILIATION

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, humiliation or death resulting from any of these at any time.

## XIV. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

SECTION II - WHO IS AN INSURED is amended as follows:

Part 2.a.(1)(d) does not apply to "employees" who are employed nurses or other "employees", excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

## XV. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

The following is added to Exclusion j. under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of SECTION III - LIMITS OF INSURANCE the maximum limit in any one occurrence is $25,000 and an annual aggregate of $50,000.

This insurance afforded by Coverage XV is excess over any valid and collectible property insurance (including any deductible) available to you, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

## XVI. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. The Transfer of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

(1) currently in effect or becoming effective during the term of this policy; and

(2) executed prior to the "bodily injury", "property damage", or "personal and advertising injury"; or

(3) executed after the "bodily injury", "property damage", or "personal and advertising injury" if:

(a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

(b) the insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage or "personal and advertising injury".

## XVII. LIBERALIZATION CLAUSE

If we adopt a change in the coverage form CG 00 01 which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the named insured's address in the declarations of this policy.

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

**XVIII. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY**

Exclusion e. of Section I - Coverage B is deleted.

**XIX. AMENDED DEFENSE COVERAGE FOR INDEMNITEES**

SECTION I – Coverages Exclusion 2. b is amended.

The provision that reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages is amended to provide that they will be considered Supplementary Payments for Coverages A and B if the conditions of Supplementary Payments Section 2 are met.

Supplementary Payments – Coverages A and B 2. are amended as follows.

d. This subsection is deleted.

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit". In event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will agree to the assignment of a different defense counsel for the indemnitee and pay reasonable attorney fees and necessary litigation expenses: and

**XX. FELLOW EMPLOYEE COVERAGE.**

SECTION II - WHO IS AN INSURED 2. (1) (a) and 3. a. are deleted.

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

**Zimbra** **yolanda.velasquez@co.hidalgo.tx.us**

## Fwd: Draft Requirement Agreement - Lubricants

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, May 29, 2013 05:32 PM
**Subject :** Fwd: Draft Requirement Agreement - Lubricants
**To :** Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Wednesday, May 29, 2013 5:07:00 PM
**Subject:** RE: Draft Requirement Agreement - Lubricants

The draft agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, May 29, 2013 4:08 PM
**To:** Steve Crain
**Cc:** Yolanda Velasquez
**Subject:** Fwd: Draft Requirement Agreement - Lubricants

Mr. Crain:
Please review and comment as to form.
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Wednesday, May 29, 2013 2:28:12 PM
**Subject:** Draft Requirement Agreement - Lubricants

Marty,

Please forward to for legal review as to form.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

**AI-39224** **Purchasing Department 13. D.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the six (6) months extension option as provided under current lease agreement for "Lease of Office Space" for Hidalgo County Urban Program under the same rates, terms, and conditions with Patriot Bank.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds account (151399210964439900)

Attachments

Agreement

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/19/2013 09:05 AM |
| Budget & Management | Obdett Calzada | 06/19/2013 03:02 PM |
| Olga Garza | Olga Garza | 06/21/2013 04:55 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Rocio Villarreal Started On: 06/12/2013 04:52 PM

Final Approval Date: 06/21/2013

# PURCHASING DEPARTMENT
## County Of Hidalgo

**CERTIFIED MAIL**
**7099 3220 0002 9744 7744**
Via Facsimile (713) 400-7171

Patriot Bank
Frank D. Heoszel, Senior-Vice President
7500 San Felipe, Suite 125
Houston, Texas 77063

Re: Extension of Agreement-C-13-035-12-18-Hidalgo County "Lease Office Space-Urban County Program"

Dear Mr. Heoszel:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the six (6) Months 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 July 2, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, 21, 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: Frank D. Heoszel Sr. Vice President Patriot Bank Date: 6/18/2013

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 6/18/2013

**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.**

**If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.**

| PRODUCER | CONTACT NAME: Lydia Michael |
|---|---|
| Bowen, Miclette & Britt<br>Insurance Agency, LLC<br>1111 North Loop West, #400<br>Houston TX 77008 | PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166<br>E-MAIL ADDRESS: lmichael@bmbinc.com<br>PRODUCER CUSTOMER ID: PATRIOTBAN |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Patriot Bank<br>7500 San Felipe #125<br>Houston TX 77063 | INSURER A : Zurich American Ins Co | 16535 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 1710786047 **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: 3502 W Alberta Road, Edinburg, TX 78539

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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X **PROPERTY**<br>CAUSES OF LOSS / DEDUCTIBLES<br>BASIC / BUILDING 10,000<br>BROAD / CONTENTS<br>X SPECIAL<br>EARTHQUAKE<br>WIND<br>FLOOD | CF948730702 | 4/1/2013 | 4/1/2014 | X BUILDING<br>PERSONAL PROPERTY<br>X BUSINESS INCOME<br>X EXTRA EXPENSE<br>RENTAL VALUE<br>BLANKET BUILDING<br>BLANKET PERS PROP<br>BLANKET BLDG & PP | $3,500,000<br>$<br>$600,000<br>$Included<br>$<br>$<br>$<br>$<br>$ |
| | **INLAND MARINE**<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY: Equipment<br>POLICY NUMBER | | | | $<br>$<br>$<br>$ |
| | **CRIME**<br>TYPE OF POLICY | | | | | $<br>$<br>$ |
| | **BOILER & MACHINERY / EQUIPMENT BREAKDOWN** | | | | | $<br>$ |
| | | | | | | $<br>$ |

**SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Office Condo ORE Project in McAllen, TX

**CERTIFICATE HOLDER**

Hidalgo County
2812 S. Hwy 281
Edingburg 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**

**© 1995-2009 ACORD CORPORATION. All rights reserved.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# LEASE

**C-13-035-12-18**

THIS LEASE is made and entered into by and between Patriot Bank, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee has agreed with specifications and a copy of such Specifications is attached hereto as Exhibit "B".

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence effective January 22, 2013, for a period of six (6) months, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional six (6) months and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.3 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 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

### Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

### Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Eleven Thousand Two Hundred Fifty Dollars ($11,250.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 7500 San Felipe, Suite 125, Houston, Texas 77063 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

**LESSOR'S AND LESSEE'S DUTIES TO REPAIR**

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the

Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

**LESSOR'S DUTY**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

**Utility Charges**

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations,

additions, or improvements shall not be unreasonably withheld by Lessor.

**Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until

repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

**Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but

not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after

possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after

reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

**Assignment and Subletting by Lessee**

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or

interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

**Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Patriot Bank
Attn: Frank D. Heuszel, Senior Vice President
7500 San Felipe, Suite 125
Houston, Texas 77063

Lessee:
County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's

fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

**Commitment of Current Revenues Only**

14.13 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).

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the day of December 18, 2012.

**HIDALGO COUNTY**

Ramon Garcia

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 12/18/12

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

**PATRIOT BANK**

Frank D. Heuszel, SVP

**ATTEST:**

Arturo Guajardo Jr., County Clerk

# EXHIBIT "A"
# LEGAL DESCRIPTION

## EXHIBIT "A"

## LEGAL DESCRIPTION

Lot 11, 12, and 13 Block 8 Center Point subdivision, an addition to the City of Edinburg, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 35, Page 68, Map Records of Hidalgo County, Texas.

# EXHIBIT "B"
# SPECIFICATIONS

# EXHIBIT "B"
# HIDALGO COUNTY "LEASE OFFICE SPACE-URBAN COUNTY"
# C-13-035-12-18

**Scope of Project:**

Proposed building should be in good working condition and have office space for the designated rooms or areas for conducting County business.

**Specifications:**

1. Building shall consist a minimum of 7,900 square feet and a maximum of 9,000 square feet of available floor space for the Hidalgo County Urban County's Office.

2. The building will meet all American Disability Act accessibility requirements and shall be fully handicap accessible.

3. Building must have handicapped accessible toilet, and separate bathroom for employees.

4. Building must have water, sewer and electricity, including garbage pickup.

5. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for all electrical, central air/heating system maintenance and keeping the entire building mold free at all times.

6. Building shall be free from rodents and insects prior to occupancy by the Hidalgo County Urban County's Office staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

7. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

**Requirements:**

1. Lessor will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Lessor shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. If renovations or additions are made to an existing building, The Lessor must provide documented proof the building is free of asbestos.

3. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and

comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

4. Lessor must charge by the square foot for the rental space.

5. The Lessor will ensure that the toilets, water, faucets, air conditioning/ heating etc. within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.

6. Lessor will provide the **legal description** of the property along with a proposed **"Floor Plan Layout"** of the building.

## Terms and Conditions:

1. Term of lease shall be for a period of six (6) months and shall include the County's option to renew Lease for additional six (6) months under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

2. Hidalgo County reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in re-location of department.

3. The complete space will be inspected by Hidalgo County Urban County Office, in order to verify completion of renovation prior to occupancy.

4. Property Insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

# EXHIBIT "B"
# HIDALGO COUNTY "LEASE OFFICE SPACE-URBAN COUNTY"
# C-13-035-12-18

**Initial Six (6) Months term:**
Charge for "Lease Office Space-Urban County" as requested , but not limited to, in the Specifications as listed Exhibit "B" of this document and under the terms and conditions described for the initial six(6) month term of the contract with the County's sole discretion to extend for six (6) months under the same rate, terms and conditions.

Price at $ 1.25 per square foot.

Sq. ft of proposed office building 9,000 sq. ft.

Total monthly cost $ 11,250.-

Proposed (address) Location: 3304, 3312, and 3320 West Alberta Rd Edinburg, TX. 78539 (zip code)

---

BIDDER/COMPANY NAME: Patriot Bank

ADDRESS: 7500 San Felipe, Suite 125

CITY: Houston STATE: Tx ZIP CODE: 77063

PHONE No: 713-400-7170 FAX No. 713-400-7171 CELL No. 713-501-5045

AUTHORIZED SIGNATURE: [signature] SVP

PRINTED NAME: Frank D. Heoszel

TITLE: Senior Vice President

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 1/11/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

**PRODUCER**
Bowen, Miclette & Britt
Insurance Agency, LLC
1111 North Loop West, #400
Houston TX 77008

CONTACT NAME: Linh Hoang
PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166
E-MAIL ADDRESS: lhoang@bmbinc.com
PRODUCER CUSTOMER ID: PATRIOTBAN

**INSURED**
Patriot Bank
7500 San Felipe #125
Houston TX 77063

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Ins Co | 16535 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2027633535 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 3502 W Alberta Road, Edinburg, TX 78539

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 | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|---|---|
| A | X PROPERTY | | CF948730701 | 4/1/2012 | 4/1/2013 | X | BUILDING | $3,500,000 |
| | CAUSES OF LOSS | DEDUCTIBLES | | | | | PERSONAL PROPERTY | $ |
| | BASIC | BUILDING 10,000 | | | | X | BUSINESS INCOME | $600,000 |
| | BROAD | CONTENTS | | | | X | EXTRA EXPENSE | $Included |
| | X SPECIAL | | | | | | RENTAL VALUE | $ |
| | EARTHQUAKE | | | | | | BLANKET BUILDING | $ |
| | WIND | | | | | | BLANKET PERS PROP | $ |
| | FLOOD | | | | | | BLANKET BLDG & PP | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| | INLAND MARINE | | TYPE OF POLICY Equipment | | | | | $ |
| | CAUSES OF LOSS | | | | | | | $ |
| | NAMED PERILS | | POLICY NUMBER | | | | | $ |
| | | | | | | | | $ |
| | CRIME | | | | | | | $ |
| | TYPE OF POLICY | | | | | | | $ |
| | | | | | | | | $ |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | | | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Hidalgo County
2812 S. Hwy 281
Edingburg 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

© 1995-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# AGENDA
# CC REGULAR
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
## December 18, 2012
## 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-35663** Discussion, consideration and Approval of Memorandum of Understanding between the Texas Forest Service, Regional Incident Management Team Member and the County of Hidalgo, with the authority for the County Judge to execute documents for the following County employees:

Rolando Benavides-Hidalgo County Emergency Management
Juan Martinez-Fire Marshal's Office
Carlos Moreno-Right of Way
Karina Cardoza-Public Affairs Division
Michelle Villareal-Public Affairs Division
Horaldo Sanchez-PCT 3 Constable's Office
Eddie Olivarez-Health and Human Services
Lorenzo Ortiz-Safety Division
Armando Guzman-Safety Division
Rolando Casas-Fire Marshal's Office

B. **AI-35779** Resolution in support of UTB and UTPA merger

C. **AI-35835** Approval of Museum Funding Agreement between County of Hidalgo and Mission Historical Museum

D. **AI-35845** Status and update on I-69 Alliance meeting held in Austin, Texas

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. **AI-35604** Acceptance and approval of Contract #C-12-130A-12-18 with Elite Transportation (bid awarded by CC on 11/27/12) for the provision of: Hidalgo County Dead Body Pickup and Transport Services-RFB No.: 2012-130A-10-03-SMA.

4. **AI-35514** Acceptance and approval of an amendment to Contract #C-11-201-11-29 with G.A.S. Enterprises Inc. (as approved by cc on 11/29/11) for the Construction Management Services for the "Design and Construction Of A New Constable Building For Precinct No. 1" for the purposes of extending the agreement including the revised "Payment Schedule".

5. **AI-35842** A. Approval of an exemption from competitive bidding requirements under TxLGC 262.024(a)(6)....land or right of way;

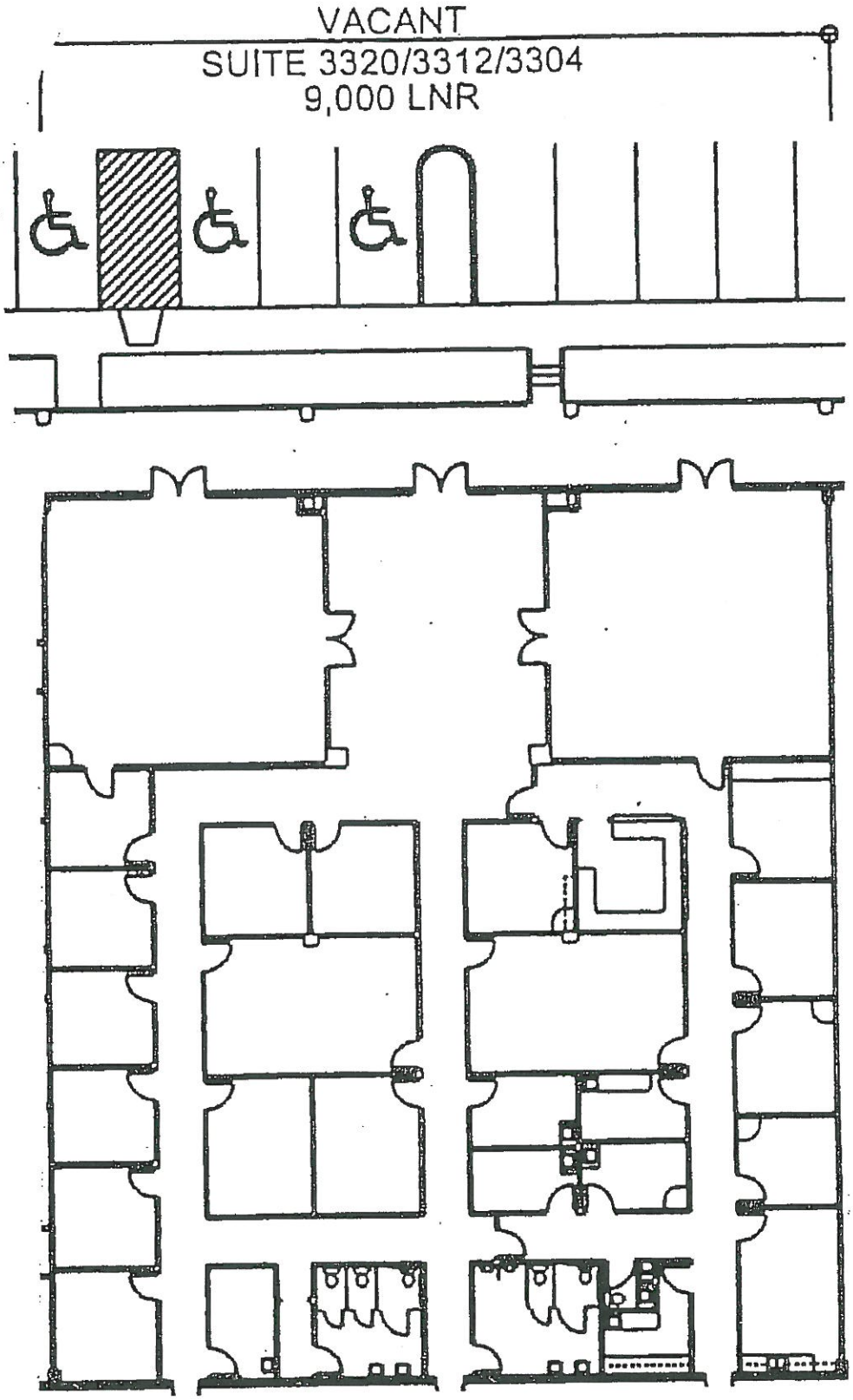
B. Requesting approval of a short term lease agreement (for 181 days) between Hidalgo County and Patriot Bank (Houston, Tx) of 9K square feet @ $1.25/square foot for the purpose of the temporary housing of Hidalgo County's Urban County Program subject to legal review and insurance and all requirements being submitted and met by the Lessor (Patriot Bank) with lease commencing January 01, 2013.

B. **Pct. 2**

1. **AI-35546** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services (on call);

| Total Scores | R.E. Garcia | Rio Delta Engineering | R.E. Gutierrez Engineering |
|---|---|---|---|
| Evaluator 1 | 92 | 90 | 100 |
| Ranking | | | |


VACANT
SUITE 3320/3312/3304
9,000 LNR

**AI-39326** **Purchasing Department 13. E.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Hon. AC Cuellar, Comm. Pct. #1 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of payment for Invoice No. 1 in the amount of $3,435.74 (Pct 2, 3rd Call, La Milpa Subdivision) as submitted by project engineer, SAM Engineering & Surveying, Inc. (C-CAP-12-193-07-10.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-121-388-0-334

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

BUDGETARY IMPACT:

P.O.#693965

Attachments

Invoice No.1 La Milpa Subdivision

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | | 06/19/2013 01:59 PM |
| Purchasing Department | Marty Salazar | 06/20/2013 06:41 PM |
| Budget & Management | Obdett Calzada | 06/21/2013 08:07 AM |
| Olga Garza | Olga Garza | 06/21/2013 04:59 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Marcie Jackson Started On: 06/19/2013 09:33 AM

Final Approval Date: 06/21/2013

**SAM Engineering and Surveying, Inc.**

SAMES
SAM ENGINEERING & SURVEYING INC.

200 South Cage Blvd, Pharr, Texas 78577, (P).956.702.8880, (F)956.702.8883

May 13, 2013

Agapito Vargas
Colonia Access Program Director
Hidalgo County Pct. 2 Office
300 West Hall Acres
Pharr, Texas 78577

Re; Partial Invoice #1 for Engineering Design Services in relation to the Hidalgo County Border Colonia Access Program 3rd Call, for the County, Precinct #1
Contract No.: C-CAP 12-193-07-10

| DESCRIPTION | BUDGET | PERCENT | AMOUNT |
|---|---|---|---|
| 1. Preliminary Design Phase | | | |
| a. La Milpa Subdivision | $ 3,435.74 | 100.0 | $3,435.74 |
| 2. Final Design Phase | | | |
| a. La Milpa Subdivision | $ 3,435.74 | 0.0 | $ 0.00 |
| 3. Construction Phase | | | |
| a. La Milpa Subdivision | $ 1,717.88 | 0.0 | $ 0.00 |
| **BUDGET** | **$ 8,589.36** | **40.0%** | **$3,435.74** |

Total Completed to date; $ 3,435.74
Previously Billed $ 0.00
**Balance Due** **$3,435.74**

5.16.2013

SAMES, INC
By Samuel Maldonado, PE. RPLS

3·1312·431·00·121·388·0·334
La Milpa Subdivision - Archer Eng Srv
Req# 237846 P.O.# 693965

S:\ENG\ENG 2012\Eng 12.055_HC PCT 1 BCAP\Misc. Docs\Invoice\May Invoice.doc

INVOICE RECEIVED BY: _____ ON 5/13/13
GOODS/SERVICES RECEIVED BY: _____ ON 5/13/13

Engineering Firm: SAMES, INC.
Border Colonia Access Program- Round III
Contract No.: C-CAP 12-193-07-10

Work Authorization No. 1
Schedule of Values

| TWDB ID | Colonia Name | Engineering Fee | Preliminary Design Phase (%) | Preliminary Design Phase 40% | Final Design Phase (%) | Final Design Phase 40% | Construction Phase (%) | Construction Phase 20% | Total This Invoice | Previous Payment | Currenty Amount Earned | % Completed | Engineering Fee Available Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CSJ # xxxxxxxxx | La Milpa | $ 8,589.36 | 100% | $ 3,435.74 | 0% | $ - | 0% | $ - | $ 3,435.74 | $ - | $ 3,435.74 | 40% | $ 5,153.62 |
| | Totals | $ 8,589.36 | | $ 3,435.74 | | $ - | | $ - | $ 3,435.74 | $ - | **$ 3,435.74** | | $ 5,153.62 |

PROJECT COMPLETION:
Anticipated Completion Date: 31-Jul-13

EXTENSION:
Date Extension was approved Court: N/A

PROJECT ENGINEER
Name (Print): SAMES, INC (Samuel D Maldonado, PE. RPLS)

Signature: SDM

Date: 5/13/2013

Colonia Access Program Director: Agapito Vargas

Signature:

Date: 5/13/2013

**AI-39316** **Purchasing Department 13. F.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Hon. H. Palacios, HC Pct. #2 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

---

Information

CAPTION

1. Approval of the following with Asago Construction contracted vendor for Rancho Escondido Subdivision Pct. No. 2 as submitted through project engineer R. Gutierrez Engineering (C-CAP-12-206-10-23):

a. Application for payment No. 5 (Final) in the amount of $12,123.00;

b. Application for payment No. 6 (Retainage Release) in the amount of $37,834.53;

c. Change Order No. 4 reflecting final quantity adjustments resulting in a net decrease of $1,218.00 and an additional 12 days;

d. "Certificate of Construction Completion" reflecting the date of March 31, 2013.

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?:

BUDGETARY IMPACT:

Available balance as of 6-21-13 under Object Code:
731 $4,760.43
733 $2,190.67

P.O.#684943

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-596-0-731

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

BUDGETARY IMPACT:

Available balance as of 6-21-13 $7,736.90
P.O.#684943

FISCAL YEAR: 2013 ACCT. #: 3-1312-206-00-000-038-0-000

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

BUDGETARY IMPACT:

Available balance on Retainage Payable acct. as of 6-21-13 $36,487.53
Plus Pmt#5 Retainage

P.O.#684943

---

Attachments

Application for Payment No.5 Final Rancho Escondido Subdivision

Application for Payment No.6 Retainage Release Rancho Escondido Subdivision

Certificate of Construction Completion Rancho Escondido Subdivision

Change Order No.4 Rancho Escondido Subdivision

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Islas | Yvette Islas | 06/20/2013 11:12 AM |
| Purchasing Department | Marty Salazar | 06/20/2013 06:36 PM |
| Budget & Management | Obdett Calzada | 06/21/2013 08:06 AM |
| Manuel Chapa | Manuel Chapa | 06/21/2013 03:55 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Marcie Jackson Started On: 06/18/2013 02:58 PM

Final Approval Date: 06/21/2013

# APPLICATION FOR PAYMENT NO.5 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-206-10-23 / 3C1080596
Project: Rancho Escondido Subdivision
OWNER's Contract No. C-CAP-12-206-10-23 / 3C1080596 ENGINEER's Project No. ENG05.012H
For Work accomplished through the date of: 21-May-2013

| | | | |
|---|---|---|---|
| 1. | Original Contract Price: | | $ 363,487.00 |
| 2. | Net change by Change Orders and Written Agreements (+ or -): | | $ 14,858.33 |
| 3. | Current Contract Price (1 plus 2): | | $ 378,345.33 |
| 4. | Total completed and stored to date: | $ Percent Complete: 100.00% | $ 378,345.33 |
| 5. | Retainage (per Agreement): | | |
| | 10% of completed Work: | $ 37,834.53 | |
| | 10% of stored material: | $ - | |
| | Total Retainage: | | $ 37,834.53 |
| 6. | Total completed and stored to date less retainage (4 minus 5): | | $ 340,510.80 |
| 7. | Less previous Application for Payments: | | $ (328,387.80) |
| 8. | Balance to Finish: | | $ - |
| 9. | AMOUNT DUE THIS APPLICATION (6 MINUS 7): | | $ 12,123.00 |

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 5/22/2013

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May, 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 _____

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-731→$4,760.43
<-476.04>=$4,284.39

REQ# 226374 P.O.# 684943
3-1312-431-00-122-596-0-733→$2,190.67
<-219.07>=$1,971.60

REQ# 226374 P.O.# 684943
3-1200-431-00-122-596-0-731→$6,518.90
<-651.89>=$5,867.01

INVOICE RECEIVED BY _____ on 6/12/13
GOODS/SERVICES RECEIVED BY: _____ on 6/12/13

Exhibit E-C

| | |
|---|---|
| **Asago, LLC dba Asago Construction** | Contractor Name |
| **12/7/2012** | Starting Date |
| **4/17/2013** | Project Ending Date |
| **10%** | Retainage Percent |

| | |
|---|---|
| Application No: | **5 Final** |
| Application Date: | **2/8/2013** |
| Period To: | **5/21/2013** |
| 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 | Payment Application No.5 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080596 | RANCHO ESCONDIDO | $ 363,487.00 | $ 378,345.33 | $ 68,618.00 | $ 60,736.00 | $ 80,585.00 | $ 154,936.33 | $ 13,470.00 | $ 378,345.33 | $ - | $ 37,834.53 | $ 340,510.80 | $ 328,387.80 | $ 12,123.00 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | $ 363,487.00 | $ 378,345.33 | $ 68,618.00 | $ 60,736.00 | $ 80,585.00 | $ 154,936.33 | $ 13,470.00 | $ 378,345.33 | $ - | $ 37,834.53 | $ 340,510.80 | $ 328,387.80 | $ 12,123.00 |

# QUANTITY WORKSHEET



Contractor Name: Asaga Construction
Starting Date: 7-Dec-2012
Project Ending Date: 17-Apr-2013
Project Desc: Rancho Escondido Subdivision

Application: FINAL PMT
Application Date: 8-Feb-2013
Period To: 21-May-2013
Engineer's Project No.: ENG05.012H

| No. | Item Code | Description | Unit | Original Schedule Value | | | Change Order #1 (Final Qty Adjustments) Revised Schedule Value | | | Application #1 | | | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Quan | 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 | $ - |
| 2 | 132 | Embankment (Raw) (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 | $ - |
| 3 | 164 | Cell Fiber Seeding (Temp) (Warm) (Seeding for Erosion) | CY | $ 0.35 | 4,090.00 | $ 1,431.50 | $ 0.35 | 0.00 | $ - | - | - | $ - | 0.00 | $ - |
| 4 | 164 | Cell Fiber Seeding (Temp) (Cool) | CY | $ 0.35 | 4,090.00 | $ 1,431.50 | $ 0.35 | 0.00 | $ - | - | - | $ - | 0.00 | $ - |
| 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 | - | - | $ - | 0.00 | $ - |
| 6 | 247 | Flex Base (Comp 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 | $ - |
| 7 | 260 | Lime Treated Subgrade (8") | 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 | $ - |
| 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 | - | - | $ - | 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 | 7,238.00 | $ - |
| 10 | 310 | Prime Coat (MC-30) | GAL | $ 7.00 | 1,912.00 | $ 13,384.00 | $ 7.00 | 1,912.00 | $ 13,384.00 | - | - | $ - | 65.00 | $ - |
| 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 | - | - | $ - | 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 | $ - |
| 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 | 0.00 | $ - |
| 14 | 506 | Construction Exits (Ty II) (Remove) | SY | $ 1.00 | 84.00 | $ 84.00 | $ 1.00 | 84.00 | $ 84.00 | - | - | $ - | 0.00 | $ - |
| 15 | 560 | Mailboxes | EA | $ 100.00 | 41.00 | $ 4,100.00 | $ 100.00 | 32.00 | $ 3,200.00 | 32.00 | 32.00 | $ 3,200.00 | 0.00 | $ - |
| 16 | 664 | Smal RDSD SGN ASSM (TY "A") | LS | $ 400.00 | 5.00 | $ 2,000.00 | $ 400.00 | 5.00 | $ 2,000.00 | - | - | $ - | 0.00 | $ - |
| 17 | 560 | Additional work for Brick Mail Boxes | EA | $ - | 0.00 | $ - | $ 150.00 | 7.00 | $ 1,050.00 | - | - | $ - | 0.00 | $ - |
| | | TOTAL ROADWAY | | | | $ 219,602.00 | | | $ 216,889.00 | | | $ 45,928.00 | | $ - |
| | | **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 | 0.00 | $ - |
| 2 | 432 | Concrete Riprap (CI C) | SY | $ 250.00 | 7.00 | $ 1,750.00 | $ 250.00 | 3.50 | $ 875.00 | 3.50 | 3.50 | $ 875.00 | 0.00 | $ - |
| 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 | $ - |
| 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 | 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 | $ - |
| 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 | $ - |
| 7 | 467 | Safety End Treatment (Pre-Cast) (Ty II) ( 18") RCP) (18) | EA | $ 800.00 | 4.00 | $ 3,200.00 | $ 800.00 | 4.00 | $ 3,200.00 | 4.00 | 4.00 | $ 3,200.00 | 0.00 | $ - |
| 8 | 481 | PVC Pipe (6") | LF | $ 25.00 | 36.00 | $ 900.00 | $ 25.00 | 36.00 | $ 900.00 | - | - | $ - | 0.00 | $ - |
| 9 | 506 | Temp Sediment Cont Fence (Install) | LF | $ 1.00 | 180.00 | $ 180.00 | $ 1.00 | 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 | - | - | $ - | 0.00 | $ - |
| 11 | 529 | 6" Concrete Valley Gutter | LF | $ 15.00 | 180.00 | $ 2,700.00 | $ 15.00 | 180.00 | $ 2,700.00 | - | - | $ - | 0.00 | $ - |
| 12 | 530 | Driveways (Asphalt, Concrete, Pavement) | SY | $ 20.00 | 1,221.00 | $ 24,420.00 | $ 20.00 | 1,483.00 | $ 29,660.00 | - | - | $ - | 0.00 | $ - |
| 13 | 530 | Driveways (Concrete) | SY | $ 30.00 | 1,157.00 | $ 34,710.00 | $ 30.00 | 1,498.00 | $ 44,940.00 | - | - | $ - | 0.00 | $ - |
| 14 | 1002 | Sanitary Sewer Line Adjustment | EA | $ - | 0.00 | $ - | $ 1,426.33 | 1.00 | $ 1,426.33 | - | - | $ - | 0.00 | $ - |
| 15 | xxx | 8" 45 Degree Elbows | EA | $ - | 0.00 | $ - | $ 700.00 | 2.00 | $ 1,400.00 | - | - | $ - | 0.00 | $ - |
| 16 | xxx | 8" Cleanout | EA | $ - | 0.00 | $ - | $ 1,400.00 | 1.00 | $ 1,400.00 | - | - | $ - | 0.00 | $ - |
| 17 | 530 | Driveways (Concrete 6") | EA | $ - | 0.00 | $ - | $ 50.00 | 35.00 | $ 1,750.00 | - | - | $ - | 0.00 | $ - |
| | | TOTAL DRAINAGE | | | | $ 143,885.00 | | | $ 161,456.33 | | | $ 22,690.00 | | $ - |
| | | TOTAL BASE AMOUNTS: | | | | $ 363,487.00 | | | $ 378,345.33 | | | $ 68,618.00 | | $ - |

| No. | Item Code | Application #2 | | | Application #3 | | | Application #4 | | | Final Application | | | Total to Date | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | | | Quan | Dollars |
| | | | | | | | | | | | | | | | | |
| 1 | 110 | 4,314.00 | $ 4,144.00 | | 4,314.00 | $ - | 2,154.00 | 6,468.00 | $ 8,616.00 | | 6,468.00 | $ - | $ | 25,872.00 | 0.00 | $ - |
| 2 | 132 | 43.00 | $ 300.00 | | 43.00 | $ - | 22.00 | 65.00 | $ 220.00 | | 65.00 | $ - | $ | 650.00 | 0.00 | $ - |
| 3 | 164 | - | $ - | | - | $ - | | - | $ - | | - | $ - | $ | - | 0.00 | $ - |
| 4 | 164 | - | $ - | | - | $ - | | - | $ - | | - | $ - | $ | - | 0.00 | $ - |
| 5 | 164 | - | $ - | | - | $ - | | - | $ - | 8,180.00 | 8,180.00 | $ 4,090.00 | $ | 4,090.00 | 0.00 | $ - |
| 6 | 247 | 1,444.00 | $ 17,500.00 | | 1,444.00 | $ - | 712.00 | 2,156.00 | $ 17,800.00 | | 2,156.00 | $ - | $ | 53,900.00 | 0.00 | $ - |
| 7 | 260 | 7,548.00 | $ 2,244.00 | | 7,548.00 | $ - | 3,718.00 | 11,266.00 | $ 3,718.00 | | 11,266.00 | $ - | $ | 11,266.00 | 0.00 | $ - |
| 8 | 262 | 7,238.00 | $ 7,238.00 | | 7,238.00 | $ - | 3,565.00 | 10,803.00 | $ 3,565.00 | | 10,803.00 | $ - | $ | 10,803.00 | 0.00 | $ - |
| 9 | 262 | 105.00 | $ 13,000.00 | | 105.00 | $ - | 52.00 | 157.00 | $ 10,400.00 | | 157.00 | $ - | $ | 31,400.00 | 0.00 | $ - |
| 10 | 310 | - | $ - | | 800.00 | $ 5,600.00 | 1,112.00 | 1,912.00 | $ 7,784.00 | | 1,912.00 | $ - | $ | 13,384.00 | 0.00 | $ - |
| 11 | 340 | - | $ - | | 3,866.00 | $ 23,196.00 | 5,692.00 | 9,558.00 | $ 34,152.00 | | 9,558.00 | $ - | $ | 57,348.00 | 0.00 | $ - |
| 12 | 502 | 2.00 | $ 530.00 | | 3.00 | $ 530.00 | | 3.00 | $ - | | 3.00 | $ - | $ | 1,590.00 | 0.00 | $ - |
| 13 | 506 | 84.00 | $ - | | 84.00 | $ - | 84.00 | 84.00 | $ - | | 84.00 | $ - | $ | 252.00 | 0.00 | $ - |
| 14 | 506 | - | $ - | | - | $ - | - | - | $ - | 32.00 | 84.00 | $ - | $ | 84.00 | 0.00 | $ - |
| 15 | 560 | - | $ - | | - | $ - | 5.00 | 5.00 | $ 2,000.00 | | 5.00 | $ - | $ | 3,200.00 | 0.00 | $ - |
| 16 | 664 | - | $ - | | - | $ - | | - | $ - | 7.00 | 7.00 | $ 1,050.00 | $ | 2,000.00 | 0.00 | $ - |
| 17 | 560 | - | $ - | | - | $ - | | - | $ - | | - | $ - | $ | 1,050.00 | 0.00 | $ - |
| | | | $ 44,956.00 | | | $ 29,326.00 | | | $ 88,339.00 | | | $ 8,340.00 | $ | 216,889.00 | | $ - |
| | | | | | | | | | | | | | | | | |
| | | 300.00 | $ - | | 300.00 | $ - | | 300.00 | $ - | | 300.00 | $ - | $ | 2,400.00 | 0.00 | $ - |
| | | 3.50 | $ - | | 3.50 | $ 875.00 | | 3.50 | $ - | | 3.50 | $ - | $ | 875.00 | 0.00 | $ - |
| | | 443.00 | $ 4,200.00 | | 443.00 | $ - | | 443.00 | $ - | | 443.00 | $ - | $ | 13,290.00 | 0.00 | $ - |
| | | 2.00 | $ - | | 2.00 | $ - | | 2.00 | $ - | | 2.00 | $ - | $ | 5,000.00 | 0.00 | $ - |
| 2.00 | | 2.00 | $ 5,000.00 | | 2.00 | $ - | | 2.00 | $ - | | 2.00 | $ - | $ | 5,000.00 | 0.00 | $ - |
| | | 1.00 | $ - | 1.00 | 2.00 | $ 3,000.00 | | 2.00 | $ - | | 2.00 | $ - | $ | 6,000.00 | 0.00 | $ - |
| | | 4.00 | $ - | | 4.00 | $ - | | 4.00 | $ - | | 4.00 | $ - | $ | 3,200.00 | 0.00 | $ - |
| | | - | $ - | | - | $ - | | - | $ - | | - | $ - | $ | 900.00 | 0.00 | $ - |
| | | - | $ - | | 36.00 | $ 900.00 | | 36.00 | $ - | | 36.00 | $ - | $ | 180.00 | 0.00 | $ - |
| | | - | $ - | 180.00 | 180.00 | $ 180.00 | | 180.00 | $ - | | 180.00 | $ - | $ | 180.00 | 0.00 | $ - |
| 940.00 | | 940.00 | $ 6,580.00 | 2,772.00 | 3,652.00 | $ 18,984.00 | 2,253.00 | 5,905.00 | $ 15,771.00 | | 5,905.00 | $ - | $ | 41,335.00 | 0.00 | $ - |
| | | - | $ - | 80.00 | 80.00 | $ 1,200.00 | 100.00 | 180.00 | $ 1,500.00 | | 180.00 | $ - | $ | 2,700.00 | 0.00 | $ - |
| | | - | $ - | 403.00 | 403.00 | $ 8,060.00 | 1,080.00 | 1,483.00 | $ 21,600.00 | | 1,483.00 | $ - | $ | 29,660.00 | 0.00 | $ - |
| | | - | $ - | 602.00 | 602.00 | $ 18,060.00 | 725.00 | 1,327.00 | $ 21,750.00 | 171.00 | 1,498.00 | $ 5,130.00 | $ | 44,940.00 | 0.00 | $ - |
| | | - | $ - | - | - | $ - | 1.00 | 1.00 | $ 1,426.33 | | 1.00 | $ - | $ | 1,426.33 | 0.00 | $ - |
| | | - | $ - | | - | $ - | 2.00 | 2.00 | $ 1,400.00 | | 2.00 | $ - | $ | 1,400.00 | 0.00 | $ - |
| | | - | $ - | | - | $ - | 1.00 | 1.00 | $ 1,400.00 | | 1.00 | $ - | $ | 1,400.00 | 0.00 | $ - |
| | | - | $ - | | - | $ - | 35.00 | 35.00 | $ 1,750.00 | | 35.00 | $ - | $ | 1,750.00 | 0.00 | $ - |
| | | | $ 15,780.00 | | | $ 51,259.00 | | | $ 66,597.33 | | | $ 5,130.00 | $ | 161,456.33 | | $ - |
| | | | | | | | | | | | | | | | | |
| | | | $ 60,736.00 | | | $ 80,585.00 | | | $ 154,936.33 | | | $ 13,470.00 | $ | 378,345.33 | | $ - |

Prepared and Checked By: Javier Gutierrez

Printed Name

Signature

Date 5/22/13

# Contract Time Statement

Rancho Escondido Subdivision

PAY REQUEST FINAL CONTRACTOR Asago Construction

PROJECT NO. C-CAP-12-206-10-23 City Alamo, Texas DATE WORK BEGAN 11/28/2012

TIME COMPUTED FROM 6/4/2012 DATE WORK COMPLETED 5/21/2013

| MONTH | DATE OR DAYS | WORKING DAYS | DAYS CREDITED | DESCRIPTION |
|---|---|---|---|---|
| May | 1 | | | Finish up project (Mailboxes and general cleanup) |
| | 2 | | | Finish up project (Mailboxes and general cleanup) |
| | 3 | | | Finish up project (Mailboxes and general cleanup) |
| | 4 | | | Weekend (No work done) |
| | 5 | | | Weekend (No work done) |
| | 6 | | | Finish up project (Mailboxes and general cleanup) |
| | 7 | | | Finish up project (Mailboxes and general cleanup) |
| | 8 | | | Finish up project (Mailboxes and general cleanup) |
| | 9 | | | Finish up project (Mailboxes and general cleanup) |
| | 10 | | | Finish up project (Mailboxes and general cleanup) |
| | 11 | | | Weekend (No work done) |
| | 12 | | | Weekend (No work done) |
| | 13 | | | Finish up project (Mailboxes and general cleanup) |
| | 14 | | | Finish up project (Mailboxes and general cleanup) |
| | 15 | | | Finish up project (Mailboxes and general cleanup) |
| | 16 | | | Finish up project (Mailboxes and general cleanup) |
| | 17 | | | Finish up project (Mailboxes and general cleanup) |
| | 18 | | | Weekend (No work done) |
| | 19 | | | Weekend (No work done) |
| | 20 | | | Finish up project (Mailboxes and general cleanup) |
| | 21 | | | Finish up project (Mailboxes and general cleanup) |
| | 22 | | | Finish up project (Mailboxes and general cleanup) |
| | 23 | | | Finish up project (Mailboxes and general cleanup) |
| | 24 | | | Finish up project (Mailboxes and general cleanup) |
| | 25 | | | Weekend (No work done) |
| | 26 | | | Weekend (No work done) |
| | 27 | | | Finish up project (Mailboxes and general cleanup) |
| | 28 | | | Finish up project (Mailboxes and general cleanup) |
| | 29 | | | Finish up project (Mailboxes and general cleanup) |
| | 30 | | | Finish up project (Mailboxes and general cleanup) |
| | 31 | | | Construction Completion |
| | | | | |
| TOTALS | | 0 | 0 | |

NO. OF CONTRACT CALANDER DAYS 132 NO. CALANDER DAYS CHARGED TO DATE 132

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ . TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

*10 Days added per change order #2

, 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

# Contract Time Statement

Rancho Escondido Subdivision

PAY REQUEST FINAL CONTRACTOR Asago Construction

PROJECT NO. ē-CAP-12-206-10-23 City Alamo, Texas DATE WORK BEGAN 11/28/2012

TIME COMPUTED FROM 6/4/2012 DATE WORK COMPLETED 4/17/2013

| MONTH | DATE OR DAYS | WORKING DAYS | DAYS CREDITED | DESCRIPTION |
|---|---|---|---|---|
| April | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | 5 | | | |
| | 6 | | | Weekend (No work done - 12 Days added to contract per Change Order 4) |
| | 7 | | | Weekend (No work done) |
| | 8 | | | |
| | 9 | | | |
| | 10 | | | |
| | 11 | | | |
| | 12 | | | |
| | 13 | | | Weekend (No work done) |
| | 14 | | | Weekend (No work done) |
| | 15 | | | |
| | 16 | | | |
| | 17 | | | Substantial Completion Achieved (Contract Time Stopped) |
| | 18 | | | Finish up project (Mailboxes and general cleanup) |
| | 19 | | | Finish up project (Mailboxes and general cleanup) |
| | 20 | | | Weekend (No work done) |
| | 21 | | | Weekend (No work done) |
| | 22 | | | Finish up project (Mailboxes and general cleanup) |
| | 23 | | | Finish up project (Mailboxes and general cleanup) |
| | 24 | | | Finish up project (Mailboxes and general cleanup) |
| | 25 | | | Finish up project (Mailboxes and general cleanup) |
| | 26 | | | Finish up project (Mailboxes and general cleanup) |
| | 27 | | | Weekend (No work done) |
| | 28 | | | Weekend (No work done) |
| | 29 | | | Finish up project (Mailboxes and general cleanup) |
| | 30 | | | Finish up project (Mailboxes and general cleanup) |
| | 31 | | | Finish up project (Mailboxes and general cleanup) |
| | | | | |
| TOTALS | | 0 | 0 | |

NO. OF CONTRACT CALANDER DAYS 132 NO. CALANDER DAYS CHARGED TO DATE 132

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS been GIVEN TO THE CONTRACTOR) , P.E.

*10 Days added per change order #2 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.6 RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-206-10-23 / 3C1080596
Project: Rancho Escondido Subdivision
OWNER's Contract No. C-CAP-12-206-10-23 / 3C1080596 ENGINEER's Project No. ENG05.012H
For Work accomplished through the date of: 21-May-2013

| | | | |
|---|---|---|---|
| 1. | Original Contract Price: | | $ 363,487.00 |
| 2. | Net change by Change Orders and Written Agreements (+ or -): | | $ 14,858.33 |
| 3. | Current Contract Price (1 plus 2): | | $ 378,345.33 |
| 4. | Total completed and stored to date: | $ Percent Complete: 100.00% | $ 378,345.33 |
| 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): | | $ 378,345.33 |
| 7. | Less previous Application for Payments: | | $ (340,510.80) |
| 8. | Balance to Finish: | | $ - |
| 9. | AMOUNT DUE THIS APPLICATION (6 MINUS 7): | | **$ 37,834.53** |

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 5/22/2013

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May, 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 _____

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

REQ# 226374 P.O.# 684943
3-1200-206-00-122-028-0-000→$651.89
RTNG PAYBLE-ASAGO-PCT2 RANCHO ESCONDIDO

REQ# 226374 P.O.# 684943
3-1312-206-00-000-038-0-000→$37,182.64
RTNG PAYBLE-ASAGO-PCT2 RANCHO ESCONDIDO

INVOICE RECEIVED BY
Marcia on 6/12/13
GOODS/SERVICES RECEIVED BY:
Marcia on 6/12/13

| | |
|---|---|
| **Asago, LLC dba Asago Construction** | Contractor Name |
| **12/7/2012** | Starting Date |
| **4/17/2013** | Project Ending Date |
| **10%** | Retainage Percent |

| | |
|---|---|
| Application No: | **6 Retainage Release** |
| Application Date: | **2/8/2013** |
| Period To: | **5/21/2013** |
| 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 | Payment Application No.5 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C1080596 | RANCHO ESCONDIDO | $ 363,487.00 | $ 378,345.33 | $ 68,618.00 | $ 60,736.00 | $ 80,585.00 | $ 154,936.33 | $ 13,470.00 | $ 378,345.33 | $ - | | $ 378,345.33 | $ 340,510.80 | $ 37,834.53 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | $ 363,487.00 | $ 378,345.33 | $ 68,618.00 | $ 60,736.00 | $ 80,585.00 | $ 154,936.33 | $ 13,470.00 | $ 378,345.33 | $ - | $ - | $ 378,345.33 | $ 340,510.80 | $ 37,834.53 |

# QUANTITY WORKSHEET

Contractor Name: Asago Construction
Starting Date: 7-Dec-2012
Project Ending Date: 17-Apr-2013
Project Desc: Rancho Escondido Subdivision

Application: RETAINAGE
Application Date: 8-Feb-2013
Period To: 21-May-2013
Engineer's Project No.: ENG05.012H

| No. | Item Code | Description | Unit | Original Schedule Value | | | Change Order #4 (Final Qty Adjustments) Revised Schedule Value | | | Application #1 | | | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Quan | 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 | 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 | 0.00 | $ - |
| 3 | 164 | Cell Fiber Seeding (Temp) (Warm) (Seeding for Erosion) | CY | $ 0.35 | 4,090.00 | $ 1,431.50 | $ 0.35 | 0.00 | $ - | | | $ - | 0.00 | $ - |
| 4 | 164 | Cell Fiber Seeding (Temp) (Cool) | CY | $ 0.35 | 4,090.00 | $ 1,431.50 | $ 0.35 | 0.00 | $ - | | | $ - | 0.00 | $ - |
| 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 | | | $ - | 0.00 | $ - |
| 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 | 0.00 | $ - |
| 7 | 260 | 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 | 0.00 | $ - |
| 8 | 262 | Lime Treatment for Base Course (6") | SY | $ 1.00 | 10,803.00 | $ 10,803.00 | $ 1.00 | 10,803.00 | $ 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 | 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 | | - | $ - | 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 | 1.00 | - | $ - | 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 | 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 | 0.00 | $ - |
| 14 | 506 | Construction Exits (Ty II) (Remove) | SY | $ 1.00 | 84.00 | $ 84.00 | $ 1.00 | 84.00 | $ 84.00 | | - | $ - | 0.00 | $ - |
| 15 | 560 | Mailboxes | EA | $ 100.00 | 41.00 | $ 4,100.00 | $ 100.00 | 32.00 | $ 3,200.00 | | - | $ - | 0.00 | $ - |
| 16 | 664 | Smal RDSD SGN ASSM (TY "A") | LS | $ 400.00 | 5.00 | $ 2,000.00 | $ 400.00 | 5.00 | $ 2,000.00 | | - | $ - | 0.00 | $ - |
| 17 | 560 | Additional work for Brick Mail Boxes | EA | $ - | 0.00 | $ - | $ 150.00 | 7.00 | $ 1,050.00 | | - | $ - | 0.00 | $ - |
| | | TOTAL ROADWAY | | | | $ 219,602.00 | | | $ 216,889.00 | | | $ 45,928.00 | | $ - |
| | | **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 | 0.00 | $ - |
| 2 | 432 | Concrete Riprap (Cl C) | SY | $ 250.00 | 7.00 | $ 1,750.00 | $ 250.00 | 3.50 | $ 875.00 | | 300.00 | $ - | 0.00 | $ - |
| 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 | 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 | 0.00 | $ - |
| 5 | 465 | Inlet (Type "A") | EA | $ 2,500.00 | 2.00 | $ 5,000.00 | $ 2,500.00 | 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 | 2.00 | $ 6,000.00 | 1.00 | $ 3,000.00 |
| 7 | 467 | Safety End Treatment (Pre-Cast) (Ty III) (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 | 0.00 | $ - |
| 8 | 481 | PVC Pipe (8") | LF | $ 25.00 | 36.00 | $ 900.00 | $ 25.00 | 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 | | - | $ - | 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 | | - | $ - | 0.00 | $ - |
| 11 | 529 | 6" Concrete Valley Gutter | LF | $ 15.00 | 180.00 | $ 2,700.00 | $ 15.00 | 180.00 | $ 2,700.00 | | - | $ - | 0.00 | $ - |
| 12 | 530 | Driveways (Asphalt, Concrete, Pavement) | SY | $ 20.00 | 1,221.00 | $ 24,420.00 | $ 20.00 | 1,483.00 | $ 29,660.00 | | - | $ - | 0.00 | $ - |
| 13 | 530 | Driveways (Concrete) | SY | $ 30.00 | 1,157.00 | $ 34,710.00 | $ 30.00 | 1,498.00 | $ 44,940.00 | | - | $ - | 0.00 | $ - |
| 14 | 1002 | Sanitary Sewer Line Adjustment | EA | $ - | 0.00 | $ - | $ 1,426.33 | 1.00 | $ 1,426.33 | | - | $ - | 0.00 | $ - |
| 15 | xxx | 8"-45 Degree Elbows | EA | $ - | 0.00 | $ - | $ 700.00 | 2.00 | $ 1,400.00 | | - | $ - | 0.00 | $ - |
| 16 | xxx | 8" Cleanout | EA | $ - | 0.00 | $ - | $ 1,400.00 | 1.00 | $ 1,400.00 | | - | $ - | 0.00 | $ - |
| 17 | 530 | Driveways (Concrete 6") | EA | $ - | 0.00 | $ - | $ 50.00 | 35.00 | $ 1,750.00 | | - | $ - | 0.00 | $ - |
| | | TOTAL DRAINAGE | | | | $ 143,885.00 | | | $ 161,456.33 | | | $ 22,690.00 | | $ - |
| | | TOTAL BASE AMOUNTS: | | | | $ 363,487.00 | | | $ 378,345.33 | | | $ 68,618.00 | | $ - |

| No. | Item Code | Application #2 | | Application #3 | | Application #4 | | Final Application | | Total to Date | | Item Cost (Monthly) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | QTY to Date | Item Cost (Monthly) | QTY to Date | Item Cost (Monthly) | QTY to Date | Item Cost (Monthly) | QTY to Date | Item Cost (Monthly) | | | |
| | | | | | | | | | | | | |
| 1 | 110 | 4,314.00 | $ 4,144.00 | 4,314.00 | $ - | 6,468.00 | $ 8,616.00 | 6,468.00 | $ - | $ 25,872.00 | 3,278.00 | $ 13,112.00 |
| 2 | 132 | 43.00 | $ 300.00 | 43.00 | $ - | 65.00 | $ 220.00 | 65.00 | $ - | $ 650.00 | 13.00 | $ 130.00 |
| 3 | 164 | - | $ - | - | $ - | - | $ - | - | $ - | $ - | - | $ - |
| 4 | 164 | - | $ - | - | $ - | - | $ - | - | $ - | $ - | - | $ - |
| 5 | 164 | 1,444.00 | $ 17,500.00 | 1,444.00 | $ - | 2,156.00 | $ 17,800.00 | 8,180.00 | $ 4,090.00 | $ 4,090.00 | 744.00 | $ 18,600.00 |
| 6 | 247 | 7,548.00 | $ 2,244.00 | 7,548.00 | $ - | 3,718.00 | $ 3,718.00 | 2,156.00 | $ - | $ 53,900.00 | 744.00 | $ 5,304.00 |
| 7 | 260 | 7,238.00 | $ 7,238.00 | 7,238.00 | $ - | 3,565.00 | $ 3,565.00 | 11,266.00 | $ - | $ 11,266.00 | 5,304.00 | $ - |
| 8 | 262 | 105.00 | $ 13,000.00 | 105.00 | $ - | 52.00 | $ 10,400.00 | 10,803.00 | $ - | $ 10,803.00 | - | $ - |
| 9 | 262 | - | $ - | 800.00 | $ 5,600.00 | 1,112.00 | $ 7,784.00 | 157.00 | $ - | $ 31,400.00 | 40.00 | $ 8,000.00 |
| 10 | 310 | - | $ - | 3,866.00 | $ 23,196.00 | 5,692.00 | $ 34,152.00 | 1,912.00 | $ - | $ 13,384.00 | - | $ - |
| 11 | 340 | 2.00 | $ 530.00 | 3.00 | $ 530.00 | 3.00 | $ - | 9,558.00 | $ - | $ 57,348.00 | 1.00 | $ 530.00 |
| 12 | 502 | 84.00 | $ - | 84.00 | $ - | 84.00 | $ - | 3.00 | $ - | $ 1,590.00 | 84.00 | $ 252.00 |
| 13 | 506 | - | $ - | - | $ - | 84.00 | $ 84.00 | 84.00 | $ - | $ 252.00 | - | $ - |
| 14 | 506 | - | $ - | - | $ - | - | $ - | 84.00 | $ - | $ 84.00 | - | $ - |
| 15 | 560 | - | $ - | - | $ - | 5.00 | $ 2,000.00 | 32.00 | $ 3,200.00 | $ 3,200.00 | - | $ - |
| 16 | 664 | - | $ - | - | $ - | - | $ - | 5.00 | $ - | $ 2,000.00 | - | $ - |
| 17 | 560 | | | - | $ - | | | 7.00 | $ 1,050.00 | $ 1,050.00 | - | $ - |
| | | | $ 44,956.00 | | $ 29,326.00 | | $ 88,339.00 | | $ 8,340.00 | $ 216,889.00 | | $ 45,928.00 |
| | | | | | | | | | | | | |
| 1 | 110 | 300.00 | $ - | 300.00 | $ - | 300.00 | $ - | 300.00 | $ - | $ 2,400.00 | 300.00 | $ 2,400.00 |
| 2 | 432 | - | $ - | 3.50 | $ 875.00 | 3.50 | $ - | 3.50 | $ - | $ 875.00 | - | $ - |
| 3 | 464 | - | $ - | 443.00 | $ - | 443.00 | $ - | 443.00 | $ - | $ 13,290.00 | 303.00 | $ 9,090.00 |
| 4 | 465 | - | $ 4,200.00 | 2.00 | $ - | 2.00 | $ - | 2.00 | $ - | $ 5,000.00 | 2.00 | $ 5,000.00 |
| 5 | 465 | 2.00 | $ 5,000.00 | 2.00 | $ - | 2.00 | $ - | 2.00 | $ - | $ 5,000.00 | - | $ - |
| 6 | 465 | 2.00 | $ - | 2.00 | $ - | 2.00 | $ - | 2.00 | $ - | $ 6,000.00 | 1.00 | $ 3,000.00 |
| 7 | 467 | 1.00 | $ - | 1.00 | $ 3,000.00 | 2.00 | $ - | 4.00 | $ - | $ 3,200.00 | 4.00 | $ 3,200.00 |
| 8 | 481 | 4.00 | $ - | 4.00 | $ - | 4.00 | $ - | 36.00 | $ - | $ 900.00 | - | $ - |
| 9 | 506 | - | $ - | 36.00 | $ 900.00 | 36.00 | $ - | 180.00 | $ - | $ 180.00 | - | $ - |
| 10 | 529 | - | $ - | 180.00 | $ 180.00 | 180.00 | $ - | 5,905.00 | $ - | $ 41,335.00 | - | $ - |
| 11 | 529 | 940.00 | $ 6,580.00 | 2,712.00 | $ 18,984.00 | 2,253.00 | $ 15,771.00 | 180.00 | $ - | $ 2,700.00 | - | $ - |
| 12 | 530 | - | $ - | 3,652.00 | $ 1,200.00 | 100.00 | $ 1,500.00 | 1,483.00 | $ - | $ 29,660.00 | - | $ - |
| 13 | 530 | - | $ - | 80.00 | $ 8,060.00 | 1,080.00 | $ 21,600.00 | 1,498.00 | $ 5,130.00 | $ 44,940.00 | - | $ - |
| 14 | 1002 | - | $ - | 403.00 | $ 18,060.00 | 1,327.00 | $ 21,750.00 | 171.00 | $ 1,426.33 | $ 1,426.33 | - | $ - |
| 15 | xxx | - | $ - | 602.00 | $ - | 1.00 | $ 1,426.33 | 1.00 | $ - | $ 1,400.00 | - | $ - |
| 16 | xxx | - | $ - | - | $ - | 2.00 | $ 1,400.00 | 2.00 | $ - | $ 1,400.00 | - | $ - |
| 17 | 530 | - | $ - | - | $ - | 1.00 | $ 1,400.00 | 1.00 | $ 1,400.00 | $ 1,400.00 | - | $ - |
| | | | $ 15,780.00 | | $ 51,259.00 | 35.00 | $ 1,750.00 | 35.00 | $ - | $ 1,750.00 | 0.00 | $ - |
| | | | | | | | $ 66,597.33 | | $ 5,130.00 | $ 161,456.33 | | $ - |
| | | | $ 60,736.00 | | $ 80,585.00 | | $ 154,936.33 | | $ 13,470.00 | $ 378,345.33 | | $ - |

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature

Date: 5-22-13

# CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 31st DAY OF May 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: October 23, 2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Asago, LLC dba Asago Construction
THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Rancho Escondido Subdivision

CONTRACT NO: C-CAP-12-206-10-23
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 | $ 363,487.00 |
| Present Amount of Contract | $ 378,345.33 |
| Total Amount of earned to Date | $ 378,345.33 |
| Less: previous payments | $ 340,510.80 |
| Balance | $ 37,834.53 |
| Authorized deductions | $ 00,000.00 |
| AMOUNTY OF FINAL PAYMENT | $ 37,834.53 |

6. That the final payment in the amount of Thirty-Seven Thousand Eight Hundred Thirty-Four Dollars and Fifty-Three Cents ($37,834.53) is now due and payable.

P.E.
Engineer's Signature

**CONCURRED BY:**

Asago, LLC dba Asago Construction
Contractor's Name

By: _____

Title: Member

**CONCURRED BY:**

_____
Hidalgo County Judge

By: Ramon Garcia

Title: Hidalgo County Judge

## CHANGE ORDER NUMBER FOUR (4)

**PROJECT:** Rancho Escondido Subdivision

**DATE OF ISSUANCE:** June 05, 2013 **EFFECTIVE DATE:** June 20,2013

**OWNER:** Hidalgo County
**OWNER's Contract No.:** C-CAP-12-206-10-23

**CONTRACTOR:** Asago Construction
2113 Pecos Street
Mission, Texas 78573

**ENGINEER:** R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:** FINAL QUANTITY ADJUSTMENTS

1. Reduce temporary warm cell fiber seeding to 0
2. Reduce temporary cool cell fiber seeding to 0
3. Reduce mailboxes to 32 ea.
4. Reduce Concrete Rip Rap by 3.5 SY
5. Reduce Driveways (TY PRB-1)
6. Increase Driveways (Concrete)
7. Add for additional work requried for brick mail boxes
8. Add 12 days to contract time

**Reason for Change Order:**

1. Not done
2. Not done
3. Only 32 new mailboxes required
4. Changes is Rip Rap
5. Changes in driveways
6. Changes in driveways
7. Brick mail boxes added after plans completed
8. Additional time required for delays in changes to driveway configurations and brick mailboxes

**Attachments:**

| Change in Contract Price: | | CHANGE IN CONTRACT TIME: | |
|---|---|---|---|
| Original Contract Price<br>$ 363,487.00 | | Original Contract Time for<br>Substantial Completion: | 90<br>calendar days or dates |
| Net Changes from previous Change Orders<br>$ 16,076.33 | | Net change from previous Change Orders | 30<br>calendar days |
| Contract Price prior to this Change Order<br>$ 379,563.33 | | Contract Time prior to this Change Order<br>Substantial Completion: | 120<br>calendar days or dates |
| Net Increase (decrease) of this Change Order<br>$ (1,218.00) | | Net Increase (decrease) of this Change Order | 12<br>calendar days |
| Contract Price with all approved Change Orders<br>$ 378,345.33 | Net % increase (decrease) from original contract price.<br>4.10 % | Contract Time with all approved Change Orders<br>Substantial Completion: | 132<br>calendar days or dates |

**RECOMMENDED:**
By: [signature], P.E.
Engineer (Authorized Signature)
Date: 6-5-13

**APPROVED:**
By: _____
Owner (Authorized Signature)
Date: _____

**ACCEPTED:**
By: [signature]
Contractor (Authorized Signature)
Date: 5/22/2013

CHANGE ORDER NO. 4 TABULATION
HIDALGO COUNTY
Rancho Escondido Subdivision
CONTRACT NUMBER: C-CAP-12-206-10-23

| Item Number | Item Code | Original Plan Quantity | Change Order #1 Quantities | Change Order #2 Quantities | Change Order #3 Quantities | Change Order #4 Quantities | Unit | Item Description | Unit Price | Revised Unit Price | Original Contract Cost | Change in Contract Cost of C.O.#1 | Revised Contract Cost after C.O.#1 | Change in Contract Cost of C.O.#2 | Revised Contract Cost after C.O.#2 | Change in Contract Cost of C.O.#3 | Revised Contract Cost after C.O.#3 | Change in Contract Cost of C.O.#4 | Revised Contract Cost after C.O.#4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | ROADWAY | | | | | | | | | | | |
| 1 | 110 | 6,468.00 | 6,468.00 | 6,468.00 | 6,468.00 | 6,468.00 | CY | Excavation (Roadway) | $ 4.00 | $ 4.00 | $ 25,872.00 | $ - | 25,872.00 | $ - | $ 25,872.00 | $ - | $ 25,872.00 | $ - | $ 25,872.00 |
| 2 | 132 | 65.00 | 65.00 | 65.00 | 65.00 | 65.00 | CY | Embankment (Rdwy) (Dens. Cont.) (Ty C) | $ 10.00 | $ 10.00 | $ 650.00 | $ - | 650.00 | $ - | $ 650.00 | $ - | $ 650.00 | $ - | $ 650.00 |
| 3 | 164 | 4,090.00 | 4,090.00 | 4,090.00 | 4,090.00 | 0.00 | SY | Cell Fiber Seeding (Temp)(Warm) | $ 0.35 | $ 0.35 | $ 1,431.50 | $ - | 1,431.50 | $ - | $ 1,431.50 | $ - | $ 1,431.50 | $ (1,431.50) | $ - |
| 4 | 164 | 4,090.00 | 4,090.00 | 4,090.00 | 4,090.00 | 0.00 | SY | Cell Fiber Seeding (Temp)(Cool) | $ 0.35 | $ 0.35 | $ 1,431.50 | $ - | 1,431.50 | $ - | $ 1,431.50 | $ - | $ 1,431.50 | $ (1,431.50) | $ - |
| 5 | 164 | 8,180.00 | 8,180.00 | 8,180.00 | 8,180.00 | 8,180.00 | SY | Cell Fiber Seeding (Perm)(Urban)(Clay) | $ 0.50 | $ 0.50 | $ 4,090.00 | $ - | 4,090.00 | $ - | $ 4,090.00 | $ - | $ 4,090.00 | $ - | $ 4,090.00 |
| 6 | 247 | 2,156.00 | 2,156.00 | 2,156.00 | 2,156.00 | 2,156.00 | CY | Flexible Base (Compl In Place) (Ty E) (Gr 4) (10") | $ 25.00 | $ 25.00 | $ 53,900.00 | $ - | 53,900.00 | $ - | $ 53,900.00 | $ - | $ 53,900.00 | $ - | $ 53,900.00 |
| 7 | 260 | 10,803.00 | 10,803.00 | 10,803.00 | 10,803.00 | 10,803.00 | SY | Lime Treatment for Base Courses (8") | $ 1.00 | $ 1.00 | $ 10,803.00 | $ - | 10,803.00 | $ - | $ 10,803.00 | $ - | $ 10,803.00 | $ - | $ 10,803.00 |
| 8 | 260 | 11,266.00 | 11,266.00 | 11,266.00 | 11,266.00 | 11,266.00 | SY | Lime Treated Subgrade (6") | $ 1.00 | $ 1.00 | $ 11,266.00 | $ - | 11,266.00 | $ - | $ 11,266.00 | $ - | $ 11,266.00 | $ - | $ 11,266.00 |
| 9 | 260 | 157.00 | 157.00 | 157.00 | 157.00 | 157.00 | TON | Lime (TY A or B) | $ 200.00 | $ 200.00 | $ 31,400.00 | $ - | 31,400.00 | $ - | $ 31,400.00 | $ - | $ 31,400.00 | $ - | $ 31,400.00 |
| 10 | 310 | 1,912.00 | 1,912.00 | 1,912.00 | 1,912.00 | 1,912.00 | GAL | Prime Coat (MC-30) | $ 7.00 | $ 7.00 | $ 13,384.00 | $ - | 13,384.00 | $ - | $ 13,384.00 | $ - | $ 13,384.00 | $ - | $ 13,384.00 |
| 11 | 340 | 9,558.00 | 9,558.00 | 9,558.00 | 9,558.00 | 9,558.00 | SY | Asph. Conc. Pav. TY "D" (1 1/2") | $ 6.00 | $ 6.00 | $ 57,348.00 | $ - | 57,348.00 | $ - | $ 57,348.00 | $ - | $ 57,348.00 | $ - | $ 57,348.00 |
| 12 | 502 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | MO | Barricades, Signs & Traffic Handling | $ 530.00 | $ 530.00 | $ 1,590.00 | $ - | 1,590.00 | $ - | $ 1,590.00 | $ - | $ 1,590.00 | $ - | $ 1,590.00 |
| 13 | 506 | 84.00 | 84.00 | 84.00 | 84.00 | 84.00 | SY | Construction Exits (Ty II)(Install) | $ 3.00 | $ 3.00 | $ 252.00 | $ - | 252.00 | $ - | $ 252.00 | $ - | $ 252.00 | $ - | $ 252.00 |
| 14 | 506 | 84.00 | 84.00 | 84.00 | 84.00 | 84.00 | SY | Construction Exits (Ty II)(Remove) | $ 1.00 | $ 1.00 | $ 84.00 | $ - | 84.00 | $ - | $ 84.00 | $ - | $ 84.00 | $ - | $ 84.00 |
| 15 | 560 | 41.00 | 41.00 | 41.00 | 41.00 | 32.00 | EA | Mailboxes (Single) | $ 100.00 | $ 100.00 | $ 4,100.00 | $ - | 4,100.00 | $ - | $ 4,100.00 | $ - | $ 4,100.00 | $ (900.00) | $ 3,200.00 |
| 16 | 644 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | EA | Small Road Sign Assemblies (Ty A) | $ 400.00 | $ 400.00 | $ 2,000.00 | $ - | 2,000.00 | $ - | $ 2,000.00 | $ - | $ 2,000.00 | $ - | $ 2,000.00 |
| 17 | 560 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00 | EA | Additional work for Brick Mailboxes | $ - | $ 150.00 | $ - | $ - | 0.00 | $ - | $ - | $ - | $ - | $ 1,050.00 | $ 1,050.00 |
| | | | | | | | | TOTAL ROADWAY | | | $ 219,602.00 | $ - | $ 219,602.00 | $ - | $ 219,602.00 | $ - | $ 219,602.00 | $ (2,713.00) | $ 216,889.00 |
| | | | | | | | | DRAINAGE | | | | | | | | | | | |
| 1 | 110 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | CY | Excavation Channel | $ 8.00 | $ 8.00 | $ 2,400.00 | $ - | 2,400.00 | $ - | $ 2,400.00 | $ - | $ 2,400.00 | $ - | $ 2,400.00 |
| 2 | 432 | 7.00 | 7.00 | 7.00 | 7.00 | 3.50 | EA | Concrete Riprap (CI C) | $ 250.00 | $ 250.00 | $ 1,750.00 | $ - | 1,750.00 | $ - | $ 1,750.00 | $ - | $ 1,750.00 | $ (875.00) | $ 875.00 |
| 3 | 464 | 443.00 | 443.00 | 443.00 | 443.00 | 443.00 | LF | RCP (CL III) (18") | $ 30.00 | $ 30.00 | $ 13,290.00 | $ - | 13,290.00 | $ - | $ 13,290.00 | $ - | $ 13,290.00 | $ - | $ 13,290.00 |
| 4 | 465 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | LF | Inlet (Type "C") (3X3 Grate) | $ 2,500.00 | $ 2,500.00 | $ 5,000.00 | $ - | 5,000.00 | $ - | $ 5,000.00 | $ - | $ 5,000.00 | $ - | $ 5,000.00 |
| 5 | 465 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | LF | Inlet (Type "A") | $ 2,500.00 | $ 2,500.00 | $ 5,000.00 | $ - | 5,000.00 | $ - | $ 5,000.00 | $ - | $ 5,000.00 | $ - | $ 5,000.00 |
| 6 | 465 | 3.00 | 3.00 | 2.00 | 2.00 | 2.00 | EA | Storm Sewer Manhole | $ 3,000.00 | $ 3,000.00 | $ 9,000.00 | $ - | 9,000.00 | $ (3,000.00) | $ 6,000.00 | $ - | $ 6,000.00 | $ - | $ 6,000.00 |
| 7 | 467 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | CY | Safety End Treatment (Pre-Cast) (Ty II) ( 18") RCP) (1:6) | $ 800.00 | $ 800.00 | $ 3,200.00 | $ - | 3,200.00 | $ - | $ 3,200.00 | $ - | $ 3,200.00 | $ - | $ 3,200.00 |
| 8 | 481 | 36.00 | 36.00 | 36.00 | 36.00 | 36.00 | LF | PVC Pipe (8") | $ 25.00 | $ 25.00 | $ 900.00 | $ - | 900.00 | $ - | $ 900.00 | $ - | $ 900.00 | $ - | $ 900.00 |
| 9 | 506 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | EA | Temp Sedmt Cont Fence (Install) | $ 1.00 | $ 1.00 | $ 180.00 | $ - | 180.00 | $ - | $ 180.00 | $ - | $ 180.00 | $ - | $ 180.00 |
| 10 | 529 | 5,905.00 | 5,905.00 | 5,905.00 | 5,905.00 | 5,905.00 | EA | Concrete Curb & Gutter (Ty "A") (Barrier) | $ 7.00 | $ 7.00 | $ 41,335.00 | $ - | 41,335.00 | $ - | $ 41,335.00 | $ - | $ 41,335.00 | $ - | $ 41,335.00 |
| 11 | 529 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | EA | 6" Concrete Valley Gutter | $ 15.00 | $ 15.00 | $ 2,700.00 | $ - | 2,700.00 | $ - | $ 2,700.00 | $ - | $ 2,700.00 | $ - | $ 2,700.00 |
| 12 | 530 | 1,221.00 | 1,621.00 | 1,621.00 | 1,621.00 | 1,483.00 | SY | Driveways (TY PRB-1) | $ 20.00 | $ 20.00 | $ 24,420.00 | $ 8,000.00 | 32,420.00 | $ - | $ 32,420.00 | $ - | $ 32,420.00 | $ (2,760.00) | $ 29,660.00 |
| 13 | 530 | 1,157.00 | 1,362.00 | 1,362.00 | 1,327.00 | 1,498.00 | SY | Driveways (Concrete) | $ 30.00 | $ 30.00 | $ 34,710.00 | $ 6,150.00 | 40,860.00 | $ - | $ 40,860.00 | $ (1,050.00) | $ 39,810.00 | $ 5,130.00 | $ 44,940.00 |
| 14 | 1002 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | LS | Sanitary Sewer Line Adjustment | $ 1,426.33 | $ 1,426.33 | $ - | $ 1,426.33 | 1,426.33 | $ - | $ 1,426.33 | $ - | $ 1,426.33 | $ - | $ 1,426.33 |
| 15 | | 0.00 | 0.00 | 2.00 | 2.00 | 2.00 | EA | 8" 45 Degree Elbows | $ 700.00 | $ 700.00 | $ - | $ - | 0.00 | $ 1,400.00 | $ 1,400.00 | $ - | $ 1,400.00 | $ - | $ 1,400.00 |
| 16 | | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | EA | 8" Cleanout | $ 1,400.00 | $ 1,400.00 | $ - | $ - | 0.00 | $ 1,400.00 | $ 1,400.00 | $ - | $ 1,400.00 | $ - | $ 1,400.00 |
| 17 | | 0.00 | 0.00 | 0.00 | 35.00 | 35.00 | SY | Driveways (Concrete 6") | $ 50.00 | $ 50.00 | $ - | $ - | 0.00 | $ - | $ - | $ 1,750.00 | $ 1,750.00 | $ - | $ 1,750.00 |
| | | | | | | | | TOTAL DRAINAGE | | | $ 143,885.00 | $ 15,576.33 | $ 159,461.33 | $ (200.00) | $ 159,261.33 | $ 700.00 | $ 159,961.33 | $ 1,495.00 | $ 161,456.33 |
| | | | | | | | | TOTAL BASE AMOUNTS: | | | $ 363,487.00 | $ 15,576.33 | $ 379,063.33 | $ (200.00) | $ 378,863.33 | $ 700.00 | $ 379,563.33 | $ (1,218.00) | $ 378,345.33 |

**AI-39315** **Purchasing Department 13. G.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval to renew an additional year of the Interlocal by and between Hidalgo County and Region VIII Education Service Center's Cooperative Purchasing Program awarded vendor "The Interlocal Purchasing Systems (TIPS)" as additional resource for the procurement of goods and or services through Region VIII awarded vendors, thus allowing the County to still be an active member of the Cooperative Purchasing Program and utilize resources that are compliant with bidding requirements.

BACKGROUND

Renewal effective from July 17, 2013 thru July 16, 2014. Interlocal documentation has an automatic renewal clause however the Purchasing Department wishes to have CC approve such request.

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact, no fees or dues required.

## Attachments

TIPS DOCUMENTATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/19/2013 09:05 AM |
| Budget & Management | Obdett Calzada | 06/20/2013 11:52 AM |
| Manuel Chapa | Manuel Chapa | 06/21/2013 03:56 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Vangie Garcia Started On: 06/18/2013 02:54 PM

Final Approval Date: 06/21/2013

# INTERLOCAL AGREEMENT
## Region VIII Education Service Center

Hidalgo County
School District or Local Government

___ - _____
County-District Number

Region VIII Education Service Center

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective July 17, 2007 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public school or local government through a Program known as the Texas Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and local governments through volume purchasing.

**Role of the Purchasing Cooperative:**

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

**Role of the Public School or Local Government:**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.

**INTERLOCAL AGREEMENT, continued**

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.

4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and Texas Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

**INTERLOCAL AGREEMENT, continued**

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public District or Local Government**

By: _____
Authorized Signature

Title: COUNTY JUDGE

AUGUST 1, 2007
Date

**Region VIII Education Service Center**

By: _____
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

8-13-07
Date

---

| | |
|---|---|
| **Martha L. Salazar** | **Renan Ramirez-Chief Information Officer** |
| District or Entity Purchasing Contact Person | District or Entity Technology Contact Person |
| **100 E. Cano St., 4th Floor** | **100 North Closner** |
| Street Address | Street Address |
| **Edinburg, Texas 78539** | **Edinburg, Texas 78539** |
| City, State Zip | City, State Zip |
| **(956) 318-2626-Extension 4862** | **956-292-7010** |
| Purchasing Contact's Telephone Number | Technology Contact Telephone No. 956-318-2152 |
| **(956) 318-2629** | |
| Purchasing Contact's Fax Number | Technology Contact Fax Number |
| **martha.salazar@co.hidalgo.tx.us** | **renan@co.hidalgo.tx.us** |
| Purchasing Contact's Email Address | Technology Contact's Email Address |

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

ORDER APPROVING PARTICIPATION IN THE INTERLOCAL
PURCHASING SYSTEMS (""TIPS"")
OF REGION VIII EDUCATION SERVICE CENTER

| | | |
|---|---|---|
| STATE OF TEXAS | §§ | TO THE REGION VIII |
| COUNTY OF HIDALGO | §§ | EDUCATION SERVICE CENTER |

WHEREAS, the Commissioners Court of Hidalgo County, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in described purchasing programs of the Region VIII Education Service Center, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized;

NOW THEREFORE BE IT RESOLVED,that the Commissioners Court of the County of Hidalgo requests the Region VIII Education Service Center to include a stated need for Hidalgo County, Texas to participate in the Interlocal Purchasing System (TIPS) sponsored by the Region VIII Education Service Center"s annual contracts for the above items, whereby Martha Salazar, Purchasing Agent, is authorized and directed to sign and deliver all or any necessary requests and other documents in connection therewith for and on behalf of Hidalgo County, Texas.

In witness thereof, I have hereunto set my hand and affixed my official seal this ___ day of _____, 2007.

By: _____
Juan de Dios (""JD"") Salinas, III,
Hidalgo County Judge
Hidalgo County, Texas

ATTEST: _____
Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas



Aug 13 07 01:34p Region 8 ESC D.MABE

I certify that the foregoing is true and correct copy of the Order duly adopted by the Commissioners Court of Hidalgo County, Texas and that the same now appears of record in my office.

Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

WITNESS, our hands in duplicate originals this _____day of _____, 2007.

COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Texas Interlocal Purchasing System (TIPS Program)**

BY: _____

PRINTED NAME: _____

TITLE: _____

Approved on Commissioners' Court on **July 17, 2007**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____



Aug-15-07 01:35p Region 8 ESC D.MABE

**AI-39313** **Purchasing Department 13. H.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval to renew for an additional year the Master Service Interlocal by and between Hidalgo County and Harris County Department Of Education (HCDE); including the interlocal Addendum #1 with Choice Facility Partners awarded Job Order Contract (JOC) Services and finally the Purchasing Cooperative for purchases of products/services, all under the Harris County Department Of Education Interlocal and thus allowing the County to expand procurement resources that are compliant with the bidding requirements.

BACKGROUND

Said renewal effective from July 4, 2013 thru July 3, 2014. Automatic renewals are referenced in the agreement however the Purchasing Department wishes to have CC approve such request.

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact, no fees or dues required.

## Attachments

Documentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/19/2013 09:05 AM |
| Budget & Management | Obdett Calzada | 06/20/2013 11:52 AM |
| Olga Garza | Olga Garza | 06/21/2013 05:01 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Vangie Garcia Started On: 06/18/2013 02:45 PM

Final Approval Date: 06/21/2013

# County Master Service Interlocal Contract
# Between
# Harris County Department of Education & Hidalgo County

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

## Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide services in the State of Texas. County is duly authorized to provide governmental services within the State of Texas. Both HCDE and County desire to set forth in writing the terms and conditions of this agreement.

## General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of which the parties fairly compensate the performing for the services or functions performed, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.

2. Term. This Contract is effective from July 3, 2007 and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

**A. HCDE agrees to:**

- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
- Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- Assist in marketing efforts of HCDE programs with County constituents, as applicable.

**B. County agrees to:**

- Participate in any or all of the services that HCDE has to offer.
- Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.
- Assist in the joint marketing of programs being delivered, if opportunity arises.

5. Payment. HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

HCDE
Harris County Department of Education
Attn: John E. Sawyer, Ed.D.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

**Hidalgo County**
Name: **Juan D. Salinas, III-County Judge**
Attn: **Martha L. Salazar**
Title: **CPPB, Purchasing Agent**
Address 1: **100 E. Cano Street, 4th**
**Edinburg, Texas 78539**

11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.

12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.

13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.

14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

16. Severability. In the event that any one or more of the provisions contained in this Contract 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, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Hidalgo County
NAME OF COUNTY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education

John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____

Juan D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: Tom E. Ramsey, Jr.

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

# Harris County Department of Education
# & Hidalgo County
# Interlocal Contract Addendum #_1_- Choice Facility Partners

This is addendum # 1 to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated July 3, 2007 for Job Order Contract ("JOC") services via its JOC contractors.

**Preamble**

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

**Specific Terms and Conditions**

1. Purpose. The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.

2. Term. This Addendum is effective from July 3, 2007.

3. Scope of Work.
   **A. HCDE/Choice Facility Partners agrees to:**
   - Provide copies of contractor agreements for those contractors in the ENTITY service area.
   - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
   - Conduct, as a minimum, an annual audit for each of the contractors.

   **B. ENTITY agrees to:**
   - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.

4. Payments. ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.

5. Amendment. This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

6. Assignment. Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.

7. Representative. HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

**For HCDE/ Choice Facility Partners**
Dean Zajicek
Director, Choice Facility Partners
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-696-8208
email: dzajicek@hcde-texas.org

**For ENTITY**
NAME: Juan D. Salinas, III
TITLE: Hidalgo County Judge
ADDRESS: 100 E. Cano St. 2nd Floor
ADDRESS: _____
PHONE: 956-318-2600
EMAIL: jd.salinas@hidalgocountyjudge.com

Agreed to on this 2nd day of July, 2007

ENTITY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: Jean Fox Sawyer

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

# Harris County Department of Education
# & Hidalgo County
# Interlocal Contract Addendum # _1_ - Purchasing Cooperative

**This is addendum # _1_ to Master Interlocal Contract between Harris County Department of Education (HCDE) and Hidalgo County, date July 3, 2007 for participation in the Purchasing Cooperative.**

## Preamble

**The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.**

## Specific Terms and Conditions

1. **Purpose. This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.**

2. **Term. This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.**

3. **Scope of Work.**

   A. **HCDE agrees to:**
   - **Establish the administrative and organizational structure of the program.**
   - **Provide all necessary supporting documents related to the bidding and vendor selection process.**
   - **Establish the procedures for ordering, delivering, and billing.**
   - **Obtain historical usage information from entities in preparing cooperative bids.**
   - **When appropriate assist cooperative members in resolving buyer/seller discrepancies.**
   - **Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.**

   B. **Hidalgo County agrees to:**
   - **Assign or direct a person to act under the cooperative program.**
   - **Abide by terms and conditions of the contract established by the purchasing cooperative and seller.**
   - **For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.**
   - **Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.**

4. **Amendment. This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.**

5. **Representative. HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:**

**Harris County Department of Education**
**Attention: Alfonso Saldivar**
**Director of Purchasing**
**6300 Irvington Boulevard**
**Houston, Texas 77022**
**Phone: (713) 694-6300**

**Hidalgo County**
**Attn: Juan D. Salinas, III**
**Title: Hidalgo County Judge**
**Address1: 100 E. Cano St, 2nd Floor**
**Edinburg, Texas 78539**
**Contact: Martha L. Salazar**

**Agreed to on this 3rd day of July, 2007:**

**HIDALGO COUNTY AUTHORIZED SIGNATURE**

**HCDE AUTHORIZED SIGNATURE**

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arture Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JOHN E. SKRIVER, II

Title: Purchasing Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

**AI-39294** **Purchasing Department 13. I.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

CONSTABLE PRECINCT ONE BUILDING PROJECT:
Acceptance and approval of request for Payment Application No. 7 in the amount of $93,252.91 as submitted by Holchemont, LTD, awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified for project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 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. #: 3-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Funding available as of 6-21-13
PO# 680750

## Attachments

Pay App #7

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/19/2013 09:05 AM |
| Budget & Management | Obdett Calzada | 06/20/2013 11:12 AM |
| Manuel Chapa | Manuel Chapa | 06/21/2013 10:34 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Vangie Garcia Started On: 06/18/2013 08:40 AM

Final Approval Date: 06/21/2013

**APPLICATION AND CERTIFICATION FOR PAYMENT**
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

General Contractor (GC): Holchemont, Ltd.

Application For Payment No. Seven

Date Submitted: 6/12/13

B. Routing Instructions

1. GC will fill out Part A above; complete APPLICATION AND CERTIFICATE FOR PAYMENT, AIA DOCUMENT G702, sign and notarize Page 1; complete AIA DOCUMENT G703, CONTINUATION SHEET and attach any pertinent documents as necessary, deliver these Documents to the Construction Manager (CM).

2. CM will review and assign signature and date in Section C and will submit to Project Architect (PA). PA will review Application for Payment documents for approval. If approved, sign on Page 1 section ARCHITECT'S CERTIFICATE FOR PAYMENT and submit documents to the CM.

3. CM will submit documents to Purchasing Department.

C. Signatures

Construction Manager — Date: 6/13/13

Acknowledge Receipt – Purchasing Dept. — Date: 6/13/13

Facilities Management Dept. — Date: 6/17/13

# APPLICATION AND CERTIFICATION FOR PAYMENT



**TO OWNER:**
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

**PROJECT: HIDALGO CO PCT 1**
NEW CONSTABLES' OFFICE
1900 Joe Stephens

**APPLICATION NO: 07**

**Distribution to:**
[X] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

**PERIOD TO: May 31, 2013**

**FROM CONTRACTOR:**
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

**VIA ARCHITECT:**
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

**PROJECT NOS: 1207-PCT-19**

**CONTRACT DATE: Aug. 7, 2012**

## SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | | |
|---|---|---|---|
| **1. ORIGINAL CONTRACT SUM** | | | $ 724,000.00 |
| 2. Net change by Change Orders | | | $ 47,697.86 |
| **3. CONTRACT SUM TO DATE (Line 1 ± 2)** | | | $ 771,697.86 |
| **4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)** | | | $ 677,401.53 |
| **5. RETAINAGE:** | | | |
| a. 5 % of Completed Work (Column D + E on G703) | $ 33,870.08 | | |
| b. 0 % of Stored Material (Column F on G703) | $ $0.00 | | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | | $ 33,870.08 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total) | | | $ 643,531.45 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)** | | | $ 550,278.54 |
| **8. CURRENT PAYMENT DUE** | | | $ 93,252.91 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | | $ | 128,166.41 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | $48,547.86 | ($850.00) |
| TOTALS | $48,547.86 | ($850.00) |
| NET CHANGES by Change Order | $47,697.86 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**GENERAL CONTRACTOR:**

By: _____ Date: 27 MAY 13

State of: TEXAS County of: HIDALGO

Subscribed and sworn to before me this 27 MAY 2013 day of

Notary Public: _____

My Commission expires: Jan 18 2016

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** . . . . . $ _____

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 2 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 7 | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-May-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-May-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| | | | | | | | | | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | Architect Allowance | $5,000.00 | $1,986.11 | $0.00 | | $1,986.11 | 39.72% | $3,013.89 | $99.31 |
| 2 | Plumbing Allowance | $2,800.00 | | | | | 0.00% | $2,800.00 | $0.00 |
| 3 | Insurance & PPBond | $18,916.86 | $18,916.86 | $0.00 | | $18,916.86 | 100.00% | $0.00 | $945.84 |
| 4 | GC Fee | $44,157.00 | $33,117.75 | $4,415.70 | | $37,533.45 | 85.00% | $6,623.55 | $1,876.67 |
| 5 | General Conditions | $57,578.14 | $51,820.33 | $5,757.81 | | $57,578.14 | 100.00% | $0.00 | $2,878.91 |
| 6 | Bld. Pad. - Excavation | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| 7 | Bld. Pad - Fill | $4,831.00 | $4,831.00 | $0.00 | | $4,831.00 | 100.00% | $0.00 | $241.55 |
| 8 | Concrete Materials | $11,620.00 | $11,620.00 | $0.00 | | $11,620.00 | 100.00% | $0.00 | $581.00 |
| 9 | Concrete Rebar SOG | $10,000.00 | $10,000.00 | $0.00 | | $10,000.00 | 100.00% | $0.00 | $500.00 |
| 10 | Concrete Rebar Masonry | $9,118.00 | $9,118.00 | $0.00 | | $9,118.00 | 100.00% | $0.00 | $455.90 |
| 11 | Concrete Accessories | $1,900.00 | $1,900.00 | $0.00 | | $1,900.00 | 100.00% | $0.00 | $95.00 |
| 12 | Concrete Labor SOG | $10,300.00 | $10,300.00 | $0.00 | | $10,300.00 | 100.00% | $0.00 | $515.00 |
| 13 | Concrete Labor Flat Work | $5,000.00 | $5,000.00 | $0.00 | | $5,000.00 | 100.00% | $0.00 | $250.00 |
| 14 | Termite Treatment | $571.00 | $571.00 | $0.00 | | $571.00 | 100.00% | $0.00 | $28.55 |
| 15 | Masonry Materials | $22,000.00 | $22,000.00 | $0.00 | | $22,000.00 | 100.00% | $0.00 | $1,100.00 |
| 16 | Masonry Labor | $22,600.00 | $18,700.00 | $0.00 | | $18,700.00 | 82.74% | $3,900.00 | $935.00 |
| 17 | Structural Steel Erection | $5,924.00 | $5,924.00 | $0.00 | | $5,924.00 | 100.00% | $0.00 | $296.20 |
| 18 | Structural Steel Materials | $11,590.00 | $11,590.00 | $0.00 | | $11,590.00 | 100.00% | $0.00 | $579.50 |
| 19 | Structural Steel Joists & Deck | $13,664.00 | $13,664.00 | $0.00 | | $13,664.00 | 100.00% | $0.00 | $683.20 |
| 20 | Canopy Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 21 | Canopy Materials | $3,777.00 | $3,777.00 | $0.00 | | $3,777.00 | 100.00% | $0.00 | $188.85 |
| 22 | Rough Carpentry Labor | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 23 | Rough Carpentry Materials | $4,100.00 | $4,100.00 | $0.00 | | $4,100.00 | 100.00% | $0.00 | $205.00 |
| 24 | Doors & HM Frames | $9,900.00 | $9,900.00 | $0.00 | | $9,900.00 | 100.00% | $0.00 | $495.00 |
| 25 | Door & HM Frame Labor | $2,500.00 | $2,000.00 | $500.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 26 | Finish Hardware | $10,967.00 | $8,225.25 | $2,741.75 | | $10,967.00 | 100.00% | $0.00 | $548.35 |
| 27 | Finish Hardware Labor | $3,000.00 | $1,200.00 | $1,800.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 28 | Overhead Doors Materials | $3,500.00 | | $3,500.00 | | $3,500.00 | 0.00% | $0.00 | $175.00 |
| 29 | Overhead Doors Labor | $1,167.00 | | $1,167.00 | | $1,167.00 | 0.00% | $0.00 | $58.35 |
| 30 | Glass & Glazing Materials | $2,000.00 | | $0.00 | | $0.00 | 0.00% | $2,000.00 | $0.00 |
| 31 | Glass & Glazing Labor | $1,656.00 | | $0.00 | | $0.00 | 0.00% | $1,656.00 | $0.00 |
| | | | | | | | | | |
| | | | | | | | | | |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 3 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 7 | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-May-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-May-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| | | | | | | | | | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G + C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 32 | Tile Flooring | $20,000.00 | | $20,000.00 | $0.00 | $20,000.00 | 100.00% | $0.00 | $1,000.00 |
| 33 | Tile Flooring Labor | $9,978.00 | | $9,978.00 | | $9,978.00 | 100.00% | $0.00 | $498.90 |
| 34 | Tape & Float Materials | $2,500.00 | | $2,500.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 35 | Tape & Float Labor | $3,500.00 | | $1,000.00 | | $1,000.00 | 28.57% | $2,500.00 | $50.00 |
| 36 | Painting Materials | $3,500.00 | | $0.00 | | $0.00 | 0.00% | $3,500.00 | $0.00 |
| 37 | Painting Labor | $4,085.00 | | $0.00 | | $0.00 | 0.00% | $4,085.00 | $0.00 |
| 38 | Millwork Materials | $3,000.00 | | $3,000.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 39 | Millwork Labor | $2,508.00 | | $1,500.00 | | $1,500.00 | 59.81% | $1,008.00 | $75.00 |
| 40 | Gyp Assemblies Materials | $15,685.00 | $11,700.00 | $3,985.00 | | $15,685.00 | 100.00% | $0.00 | $784.25 |
| 41 | Gyp Assemblies Labor | $14,302.00 | $10,080.00 | $4,222.00 | | $14,302.00 | 100.00% | $0.00 | $715.10 |
| 42 | Concrete Pump | $2,000.00 | $2,000.00 | $0.00 | | $2,000.00 | 100.00% | $0.00 | $100.00 |
| 43 | Fence & Gates Materials | $1,500.00 | | $0.00 | | $0.00 | 0.00% | $1,500.00 | $0.00 |
| 44 | Fence & Gates Labor | $590.00 | | $0.00 | | $0.00 | 0.00% | $590.00 | $0.00 |
| 45 | Restroom Accessories | $1,750.00 | $1,750.00 | $0.00 | | $1,750.00 | 100.00% | $0.00 | $87.50 |
| 46 | Restroom Accessories Labor | $800.00 | | $0.00 | | $0.00 | 0.00% | $800.00 | $0.00 |
| 47 | Wet Fire Sprinkler Materials | $12,000.00 | $11,500.00 | $500.00 | | $12,000.00 | 100.00% | $0.00 | $600.00 |
| 48 | Wet Fire Sprinkler Labor | $6,284.00 | $5,700.00 | $584.00 | | $6,284.00 | 100.00% | $0.00 | $314.20 |
| 49 | HVAC Duct Materials | $18,020.00 | $18,020.00 | $0.00 | | $18,020.00 | 100.00% | $0.00 | $901.00 |
| 50 | HVAC Labor | $33,532.00 | $26,810.00 | $0.00 | | $26,810.00 | 79.95% | $6,722.00 | $1,340.50 |
| 51 | HVAC Equip Materials | $5,073.00 | $5,073.00 | $0.00 | | $5,073.00 | 100.00% | $0.00 | $253.65 |
| 52 | HVAC Equip Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 53 | Test & Balance | $3,950.00 | | $0.00 | | $0.00 | 0.00% | $3,950.00 | $0.00 |
| 54 | Plumbing Rough IN | $11,000.00 | $11,000.00 | $0.00 | | $11,000.00 | 100.00% | $0.00 | $550.00 |
| 55 | Plumbing Lines & Vents | $16,000.00 | $15,000.00 | $0.00 | | $15,000.00 | 93.75% | $1,000.00 | $750.00 |
| 56 | Plumbing Fixutres | $5,500.00 | | $0.00 | | $0.00 | 0.00% | $5,500.00 | $0.00 |
| 57 | Electrical Materials | $63,566.00 | $52,863.00 | $10,703.00 | $0.00 | $63,566.00 | 100.00% | $0.00 | $3,178.30 |
| 58 | Generator | $42,202.00 | $41,332.00 | $870.00 | | $42,202.00 | 100.00% | $0.00 | $2,110.10 |
| 59 | Electrical Labor | $31,943.00 | $30,290.00 | $1,653.00 | | $31,943.00 | 100.00% | $0.00 | $1,597.15 |
| 60 | Fire Alarm | $15,000.00 | $7,425.00 | $5,325.00 | | $12,750.00 | 85.00% | $2,250.00 | $637.50 |
| 61 | Security Alarm | $7,500.00 | $2,000.00 | $2,500.00 | | $4,500.00 | 60.00% | $3,000.00 | $225.00 |
| 62 | Roofing Materials | $32,000.00 | $32,000.00 | $0.00 | | $32,000.00 | 100.00% | $0.00 | $1,600.00 |
| | | | | | | | | | |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 4 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 7 | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-May-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-May-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 63 | Roofing Labor | $18,000.00 | $9,000.00 | $0.00 | | $9,000.00 | 50.00% | $9,000.00 | $450.00 |
| 64 | Building Signage | $3,095.00 | | $0.00 | | $0.00 | 0.00% | $3,095.00 | $0.00 |
| 65 | Building Signage Labor | $1,000.00 | | $0.00 | | $0.00 | 0.00% | $1,000.00 | $0.00 |
| 66 | Dampproofing Materials | $1,000.00 | $1,000.00 | $0.00 | | $1,000.00 | 100.00% | $0.00 | $50.00 |
| 67 | Dampproofing Labor | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| | Change Order 1 | $47,697.86 | $7,154.68 | $15,740.29 | | $22,894.97 | 48.00% | $24,802.89 | $1,144.74 |
| | GRAND TOTALS | $771,697.86 | $573,458.98 | $103,942.55 | $0.00 | $677,401.53 | 87.78% | $94,296.33 | $33,870.08 |

**Contractor's Certification for Payment Application 7**

Project No. 2012-028-05-09-MSS

PO# 680750

GC Project No. 1207-PCT-19

There are no known mechanics', material man's or laborer's liens or claims or any other liens or claims legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Word have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', material man's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Word done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

Date: May 27, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 27th day of May, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project No. 2012-028-05-09-MSS

GC Project No. 1207-PCT-19

On receipt by the signer of this document of a check from County of Hidalgo, (maker of the check) in the sum of $ 93,252.91 payable to Holchemont, Ltd. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of County of Hidalgo (Owner) located at 1902 Joe Stephens, Weslaco, TX 78596. (location) to the following extent: construction of Hidalgo County Precinct 1 New Constable Offices.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to County of Hidalgo (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to the promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: May 27, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 27th day of May, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

**AI-39169** **Purchasing Department 13. J.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**Sheriff's Office:**
Requesting authority to continue our annual support services agreement with The Percs Index Inc. through an authorized Purchase Order (requisition 238174) in the amount of $350.00/yr for the Quarter Master software, commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Available funds as of 06/19/13 (Req #238174).

Attachments

The Percs

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/11/2013 01:59 PM |
| Budget & Management | Obdett Calzada | 06/12/2013 09:35 AM |
| Olga Garza | Olga Garza | 06/19/2013 04:06 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Tanya Delira Started On: 06/10/2013 09:03 AM

Final Approval Date: 06/21/2013

# Requisition

# SHERIFF'S LAW ENFORMENT FACILITY

Req # 00238174

PO #

Date: 06/07/13

**Bill To:** x
x

**Vendor :** 304662

THE PERCS INDEX INC.
960 THERMAL DRIVE
COQUITLAM, B.C. CANADA V3J 6S1
FAX (604)475-4669

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

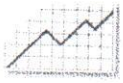
**Contact:** MYRA MONTOYA
956-393-6024

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | YEAR | SERVICE CONTRACT - ANNUAL SUPPORT CONTRACT FOR QUARTERMASTER. INCLUDE TECHNICAL SUPPORT, PRODUCT UPDATES AND ACCESS TO THE CUSTOMER SUPPORT AREA OF THE WEBSITE. | 350.00 | 350.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-421-00-280-001-0-336 | 350.00 | |
| | | | Freight | .00 |
| | | | Total | 350.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____



# The *PERCS* Index Inc.

**960 Thermal Drive**
**Coquitlam, BC Canada**
**V3J 6S1**

# Invoice

| Date | Invoice # |
|---|---|
| 5/23/2013 | 30884 |

| Invoice To |
|---|
| Hidalgo County Sheriff's Office<br>Att'n Myra Montoya<br>Sheriff's Law Enforcement Facility<br>711 El Cibolo Rd.<br>Edinburg, TX 78539 |

| Ship To |
|---|
| |

| P.O. No. | Terms | Due Date |
|---|---|---|
| | Net 30 | 6/22/2013 |

| Description | Qty | Rate | Amount |
|---|---|---|---|
| Service Contract - Annual support contract for Quarter Master. Includes technical support, product updates and access to the Customer Support area of the website. Current contract expires June 15, 2013. | | 350.00 | 350.00 |

Thank you for your continued support.

| Phone # | Fax # | E-mail |
|---|---|---|
| 866-461-4669 | 604-475-4669 | david@percs.com |

| | |
|---|---|
| **Total** | USD 350.00 |
| **Payments/Credits** | USD 0.00 |
| **Balance Due** | USD 350.00 |

GST/HST No. 874069172

**Tanya.Delira** percs

**From:** Myra Montoya [myra.montoya@hidalgoso.org]
**Sent:** Friday, June 15, 2012 3:33 PM
**To:** 'Tanya.Delira'
**Subject:** FW:

**Myra Montoya, Accountant I**
**Hidalgo County Sheriff's Office**
**711 El Cibolo Road**
**Edinburg, Texas 78539**
**Phone: (956) 393-6024**
**Fax: (956) 393-6027**

---

**From:** Myra Montoya [mailto:myra.montoya@hidalgoso.org]
**Sent:** Tuesday, June 05, 2012 12:00 PM
**To:** 'David'
**Subject:** RE:

Thank you much. I will forward this to my purchasing agent, Tanya, I believe she is the person you spoke to after I emailed you.

Thank you again.

**Myra Montoya, Accountant I**
**Hidalgo County Sheriff's Office**
**711 El Cibolo Road**
**Edinburg, Texas 78539**
**Phone: (956) 393-6024**
**Fax: (956) 393-6027**

---

**From:** David [mailto:david@percs.com]
**Sent:** Tuesday, June 05, 2012 11:53 AM
**To:** Myra Montoya
**Subject:** Re:

Myra:

I just spoke to you on the telephone. There is not a contract that needs to be signed. What this 'contract' is an agreement that we will provide unlimited telephone support during normal business hours for the software as well as provide any updates to the software and allow access to our Customer Support area of our website for the duration of the contract.

If you need any additional information, please let us know,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/5/2012 9:37 AM, Myra Montoya wrote:

Good morning,

I recently received invoice 30743 for the service contract renewal, I was wondering if you have an agreement that needs to be signed?

Please advise. Thank you.

**Myra Montoya, Accountant I**
**Hidalgo County Sheriff's Office**
**711 El Cibolo Road**
**Edinburg, Texas 78539**
**Phone: (956) 393-6024**
**Fax: (956) 393-6027**

**Tanya.Delira**

**From:** Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
**Sent:** Monday, June 25, 2012 1:28 PM
**To:** 'david@percs.com'
**Cc:** 'Myra Montoya'; 'Martha Salazar'
**Subject:** Invoice #30743

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***
**Hidalgo County Purchasing Department**
**2812 S. Business Hwy 281**
**Edinburg, Texas 78539**
**P 956-318-2626 x 4878**
**F 956-292-7612**

**Tanya.Delira**

**From:** Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
**Sent:** Monday, June 25, 2012 3:56 PM
**To:** 'Martha Salazar'
**Subject:** FW: Invoice #30743
**Attachments:** Hidalgo Support Agreement.pdf

May you please forward to legal. The only thing that needs to changed are the governing laws from British Columbia, Canada to Texas.

**From:** David [mailto:david@percs.com]
**Sent:** Monday, June 25, 2012 3:21 PM
**To:** Tanya.Delira
**Subject:** Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***
**Hidalgo County Purchasing Department**
**2812 S. Business Hwy 281**
**Edinburg, Texas 78539**
**P 956-318-2626 x 4878**
**F 956-292-7612**

**Tanya.Delira**

**From:** Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
**Sent:** Monday, July 09, 2012 11:20 AM
**To:** 'David'
**Cc:** 'Myra Montoya'
**Subject:** RE: Invoice #30743

Mr. Miller I have revised your terms and conditions and I find that 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.

Is there any possibility to modify this agreement to accommodate our request?

**From:** David [mailto:david@percs.com]
**Sent:** Monday, June 25, 2012 3:21 PM
**To:** Tanya.Delira
**Subject:** Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***
**Hidalgo County Purchasing Department**
**2812 S. Business Hwy 281**
**Edinburg, Texas 78539**
**P 956-318-2626 x 4878**
**F 956-292-7612**

**Tanya.Delira**

**From:** David [david@percs.com]
**Sent:** Tuesday, July 17, 2012 1:58 PM
**To:** Tanya.Delira
**Subject:** Re: FW: Invoice #30743

Tanya:

Here is the text of the earlier email that I sent to you.

Tanya:

Most of our customers that pay the annual support fee do it without any kind of a contract. The contract was drafted in order to satisfy those very few that insisted that we have a formal contract. Basically, what we provide is unlimited telephone support to help out our customers, access to our website where we post our latest software versions and will do our best to try and fix any corruption in the databases. This is done for a very small fee - in your case $350.00. The contract is drafted in British Columbia where our company is resident. We don't know what surprises the laws of Texas may hold for this type of agreement but we do know that there are no surprises in our jurisdiction. For that reason, we would not be willing to have the contract modified in that fashion. We are a small company and have successfully operated on a basis of trust for many years and I imagine will continue to do so into the forseeable future.

Thank you,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/17/2012 11:46 AM, Tanya.Delira wrote:

> Mr. David I have not received your response, do you know if you are going to be able to make the changes or not?
>
> **From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
> **Sent:** Monday, July 09, 2012 11:20 AM
> **To:** 'David'
> **Cc:** 'Myra Montoya'
> **Subject:** RE: Invoice #30743
>
> Mr. Miller I have revised your terms and conditions and I find that 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.
>
> Is there any possibility to modify this agreement to accommodate our request?
>
> **From:** David [mailto:david@percs.com]
> **Sent:** Monday, June 25, 2012 3:21 PM

**To:** Tanya.Delira
**Subject:** Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***
**Hidalgo County Purchasing Department**
**2812 S. Business Hwy 281**
**Edinburg, Texas 78539**
**P 956-318-2626 x 4878**
**F 956-292-7612**

**Tanya.Delira**

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Tuesday, July 17, 2012 5:01 PM
**To:** 'Tanya.Delira'
**Subject:** RE: FW: Invoice #30743

**Importance:** High

OK place on agenda and make sure that this e-mail is attached.
Marty

**From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
**Sent:** Tuesday, July 17, 2012 4:49 PM
**To:** 'Martha Salazar'
**Subject:** RE: FW: Invoice #30743

Yes

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Tuesday, July 17, 2012 4:47 PM
**To:** 'Tanya.Delira'
**Cc:** 'Myra Montoya'
**Subject:** RE: FW: Invoice #30743
**Importance:** High

Ms. Tanya:
Is the Company agreeing to a PO only?
Marty

**From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
**Sent:** Tuesday, July 17, 2012 2:11 PM
**To:** 'Martha Salazar'
**Cc:** 'Myra Montoya'
**Subject:** FW: FW: Invoice #30743

Ms. Marty this is the response I got from The Percs Index Inc., company that gives technical support to our quarter masters software.

**From:** David [mailto:david@percs.com]
**Sent:** Tuesday, July 17, 2012 1:58 PM
**To:** Tanya.Delira
**Subject:** Re: FW: Invoice #30743

Tanya:

Most of our customers that pay the annual support fee do it without any kind of a contract. The contract was drafted in order to satisfy those very few that insisted that we have a formal contract. Basically, what we provide is unlimited telephone support to help out our customers, access to our website where we post our latest software versions and will do our best to try and fix any corruption in the databases. This is done for a very small fee - in your case $350.00. The contract is drafted in British Columbia where our company is resident. We don't know what surprises the laws of Texas

may hold for this type of agreement but we do know that there are no surprises in our jurisdiction. For that reason, we would not be willing to have the contract modified in that fashion. We are a small company and have successfully operated on a basis of trust for many years and I imagine will continue to do so into the forseeable future.

Thank you,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/17/2012 11:46 AM, Tanya.Delira wrote:

> Mr. David I have not received your response, do you know if you are going to be able to make the changes or not?
>
> **From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
> **Sent:** Monday, July 09, 2012 11:20 AM
> **To:** 'David'
> **Cc:** 'Myra Montoya'
> **Subject:** RE: Invoice #30743
>
> Mr. Miller I have revised your terms and conditions and I find that 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.
>
> Is there any possibility to modify this agreement to accommodate our request?
>
> **From:** David [mailto:david@percs.com]
> **Sent:** Monday, June 25, 2012 3:21 PM
> **To:** Tanya.Delira
> **Subject:** Re: Invoice #30743
>
> Tanya:
>
> As requested.
>
> David
>
> David Miller
> The PERCS Index Inc.
> Toll Free: 866-461-4669
>
> On 6/25/2012 11:28 AM, Tanya.Delira wrote:
>
> Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***
**Hidalgo County Purchasing Department**
**2812 S. Business Hwy 281**
**Edinburg, Texas 78539**
**P 956-318-2626 x 4878**
**F 956-292-7612**

**The *PERCS* Index Inc.**

960 Thermal Drive Coquitlam, BC V3J 6S1 Canada

# SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

PERCS Index Inc. ("PERCS") will provide the Support Services listed below for the Software and the two contacts ("Designated Contacts") named by Customer on page 3 of this agreement.

## 1. SUPPORT

PERCS will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. PERCS will provide telephone software support on a business day basis. Business day is defined as 7:00 AM through 5:00 PM pacific standard time, excluding holidays and weekends.

PERCS will use its best efforts to cure reported and reproducible errors in the Software.

This agreement is not intended as a consulting agreement for customer services.

## 2. MAINTENANCE

During the term of this agreement, PERCS will provide upon request to the Customer updates, releases and new versions of the Software along with other generally available technical material.

## 3. WARRANTY

PERCS will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but PERCS does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to PERCS Software running under the certified environments specified for that product. PERCS will provide the Customer with substantially the same level of service throughout the term of this agreement. PERCS may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.

PERCS is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. PERCS's liability shall not exceed the fees that Customer has paid under this agreement.

Phone: 604-461-4669 Fax: 604-469-7342 Toll Free: 1-800-328-1388 Sales Toll Free: 1-866-461-4669 www.percs.com

**4. TERM**

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless PERCS has materially breached this agreement and has failed to cure the breach after 30 days written notice.

**5. GENERAL**

a) Each party acknowledges that it has read this Agreement, they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.

b) This agreement and performance hereunder shall be governed by the laws of British Columbia, Canada.

c) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

d) Customer may not assign or sub-license without the prior written consent of PERCS, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

e) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

The term "Software" as used in this agreement means:

Software Name, Version and Number of Copies

____Quarter Master v 4.2_____

_____

_____

**The *PERCS* Index Inc.**

960 Thermal Drive Coquitlam, BC V3J 6S1 Canada

Designated Contacts, full names followed by telephone number and e-mail address. (Two maximum).

Contact 1
Name:_____

Telephone #:_____

E-mail Address:_____

Contact 2
Name:_____

Telephone #:_____

E-mail Address:_____

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing or by email. We may rely on such notice to make the change.

**THE PERCS INDEX INC.**

Name: David Miller

Signature:_____

Title: General Manager

Date: June 25, 2012

CUSTOMER: Hidalgo County Sheriff's Department
Name:_____

Address:_____

Signature:_____

Title:_____

Date:_____

The Effective Date of this agreement is:

June 15, 2012

**Tanya.Delira**

**From:** David [david@percs.com]
**Sent:** Thursday, July 26, 2012 3:01 PM
**To:** Tanya.Delira
**Subject:** Re: FW: Invoice #30743

Tanya:

I've already sent to you our formal agreement for your review but for the informal agreement which most users have is that we basically provide unlimited telephone support during normal business hours, all product updates and access to our Customer Support area of the website.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/26/2012 12:49 PM, Tanya.Delira wrote:

> Mr. David, are there any Terms and Conditions to your Software Maintenance and Technical Support Agreement?
>
> **From:** David [mailto:david@percs.com]
> **Sent:** Tuesday, July 17, 2012 1:58 PM
> **To:** Tanya.Delira
> **Subject:** Re: FW: Invoice #30743
>
> Tanya:
>
> Here is the text of the earlier email that I sent to you.
>
> Tanya:
>
> Most of our customers that pay the annual support fee do it without any kind of a contract. The contract was drafted in order to satisfy those very few that insisted that we have a formal contract. Basically, what we provide is unlimited telephone support to help out our customers, access to our website where we post our latest software versions and will do our best to try and fix any corruption in the databases. This is done for a very small fee - in your case $350.00. The contract is drafted in British Columbia where our company is resident. We don't know what surprises the laws of Texas may hold for this type of agreement but we do know that there are no surprises in our jurisdiction. For that reason, we would not be willing to have the contract modified in that fashion. We are a small company and have successfully operated on a basis of trust for many years and I imagine will continue to do so into the forseeable future.
>
> Thank you,
>
> David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/17/2012 11:46 AM, Tanya.Delira wrote:

Mr. David I have not received your response, do you know if you are going to be able to make the changes or not?

**From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
**Sent:** Monday, July 09, 2012 11:20 AM
**To:** 'David'
**Cc:** 'Myra Montoya'
**Subject:** RE: Invoice #30743

Mr. Miller I have revised your terms and conditions and I find that 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.

Is there any possibility to modify this agreement to accommodate our request?

**From:** David [mailto:david@percs.com]
**Sent:** Monday, June 25, 2012 3:21 PM
**To:** Tanya.Delira
**Subject:** Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

***Thank You,***

***Tanya De Lira***

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

**AI-39173** **Purchasing Department 13. K.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L Salzar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to exercise the SIXTY (60) DAY grace period EXTENSION as provided in the current contract for the:"BOTTLED WATER PRODUCTS and SERVICES" (on an as needed basis) for the Hidalgo County, under the same rates, terms and conditions with VALLEY BOTTLED WATER, LLC - effective 07/01/13, expiring 08/29/13 or (upon completion of the procurement process which ever comes first).

BACKGROUND

Sixty (60) Day Extension Letter-Valley Bottle Water, LLC
Contract #E-12-170-06-12

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

VALLEY BOTTLED WATER SERVICES contract purchases are (on as needed basis)

** All funding sources (Countywide Contract) under object codes 631 & 442, please see attached exp. report for availability of funds.

## Attachments

Sixty (60) Day Ext Letter-VBW-E-12-170-06-12

Insurance

Exp Report Co. Wide

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/12/2013 05:13 PM |
| Budget & Management | Obdett Calzada | 06/13/2013 10:46 AM |
| Obdett Calzada | Obdett Calzada | 06/20/2013 11:06 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Letty Saenz Started On: 06/10/2013 10:01 AM

Final Approval Date: 06/21/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 7, 2013

Martin Hernandez, General (Branch) Manager
**VALLEY BOTTLE WATER, L.L.C.**
1401 South Padre Island Drive
Corpus Christi, Texas 78416
**Ph.** (956) 423-2110 or **Cell** (956) 357-5932

via email martin.hernandez@onetacc.com

***Re:*** ***SIXTY (60) DAY EXTENSION*** *to Contract No. E-11-188-06-21 (C-10-005-05-25) -"Bottled Water Products & Services"- Hidalgo County*

Dear Mr. Hernandez:

Commissioners' Court will take applicable action on **(Tuesday, June 18, 2013)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, July 1, 2013, Expiring August 29, 2013)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, February 10, 2012, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: Martin Hernandez _____ Date: 6/10/13
Martin Hernandez, General Manager

***Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

RECEIVED
APR 15 2013

# ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2013

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**

Joe N. Pratt Insurance "AMENDED"
P.O. Box 3708
Victoria TX 77903

CONTACT NAME: Jeff Pratt
PHONE (A/C, No, Ext): (361) 576-2186 FAX (A/C, No): (361) 573-6281
E-MAIL ADDRESS: jeff@jprattins.com
PRODUCER CUSTOMER ID #: 14381

**INSURED**

Valley Bottle Water, LLC
1401 S. Padre Island Dr.
Corpus Christi TX 78416-

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Auto Mutual Insurance (A+) | 25135 |
| INSURER B : Texas Mutual Insurance Company | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | PBP2518473-05 | 04/01/2013 | 04/01/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X Contractual Liab | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | BAP2249782 04 | 04/01/2013 | 04/01/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | X Contractual Liab | | | | | | | |
| A | X UMBRELLA LIAB X OCCUR | | | PBP2518473-05 | 04/01/2013 | 04/01/2014 | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DEDUCTIBLE | | | | | | | $ |
| | X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N/A | TSF-0001142873-2013 | 04/01/2013 | 04/01/2014 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE "ADDITIONAL REMARKS SCHEDULE" ATTACHED

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO
PURCHASING DEPT
2812 S. BUSINESS HWY 83
EDINBURG TX 78539-

**CANCELLATION** AI 009958

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____ 04/01/2013

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Joe N. Pratt Insurance | THE ONETA COMPANY, INC. ETAL<br>1401 S. Padre Island Drive<br>Corpus Christi TX 78416- |
| POLICY NUMBER<br>PBP2518473-02 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: 04/01/2013 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

TO CERTIFICATE HOLDER:

Our agency has issued the enclosed certificate of insurance on behalf of our customer named as the insured in the certificate. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require certificate of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.

ENDORSEMENTS ATTACHED:

AUTOMATIC ADDITIONAL INSURED INCLUDING PRIMARY & NON-CONTRIBUTORY END'T #SL1024(01/08) ATTACHED TO THE GENERAL LIABILITY

BLANKET ADDITIONAL INSURED-VENDORS END'T #CG2015(07/04) ATTACHED TO THE GENERAL LIABILITY

BLANKET WAIVER OF SUBROGATION END'T #CG2404(10/93) ATTACHED TO THE GENERAL LIABILITY

30 DAY NOTICE OF CANCELLATION END'T #CG0205(12/04) ATTACHED TO THE GENERAL LIABILITY

AUTOMATIC ADDITIONAL INSURED END'T #SA3002(06/08) ATTACHED TO THE BUSINESS AUTO

AUTOMATIC WAIVER OF SUBROGATION END'T #SA3002(06/08) ATTACHED TO THE BUSINESS AUTO

30 DAY NOTICE OF CANCELLATION END'T #CA0244(06/04) ATTACHED TO THE BUSINESS AUTO

BLANKET WAIVER OF SUBROGATION END'T #WC420304A(01/2000) ATTACHED TO THE WORKERS COMPENSATION

30 DAY NOTICE OF CANCELLATION END'T #WC420601(01/94) ATTACHED TO THE WORKERS COMPENSATION



© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**AI-39242** **Purchasing Department 13. L.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

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

Department: COMM. PCT. #2

## Information

CAPTION

Request acceptance and approval of Work Authorization No.2 (with estimated cost of $1,029,585) as submitted by R. Gutierrez Engineering Corporation, for Thomas Road Project , through Contract #C-12-314-01-29.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-122-085-0-XXX

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

BUDGETARY IMPACT:

Refer to AI 39390.

## Attachments

ICA w/City of Pharr & County

WA #2

Statement of Probable Cost

Engineering Fee Estimate

Tasks

ICA-San Juan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/14/2013 11:35 AM |
| Budget & Management | Obdett Calzada | 06/14/2013 02:22 PM |
| Olga Garza | Olga Garza | 06/21/2013 05:34 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Yolanda Cisneros Started On: 06/13/2013 11:53 AM

Final Approval Date: 06/21/2013

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN THE CITY OF PHARR, TEXAS**
**AND THE COUNTY OF HIDALGO, TEXAS**

This AGREEMENT is made on this the 14th day May of 2013, by and between **CITY OF PHARR, TEXAS** hereinafter referred to as "City" and the **COUNTY OF HIDALGO,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WHEREAS**, City is a municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, County will improve Thomas Road (Road) making it a thoroughfare within the County.

**WHEREAS**, County has determined that a section of the improvement to Thomas Road of approximately 2.3 miles are within the city limits of the City;

**WHEREAS**, City has agreed to provide and be responsible for the maintenance of the road after one year from the completion of the construction;

**WHEREAS**, it would serve a legitimate county purpose to reconstruct the Road as a thoroughfare within County;

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Section 791.00 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW THEREFORE**, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide, at its sole cost and expense, all engineering services for the reconstruction of the Road.

2. City authorizes County to perform the work on the portion of the road as described herein within its city limits.

3. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.

4. County agrees it is in its best interest to reconstruct the Road as it serves as a connecting link and integral part of the County road system.

5. After one year from the completion of the construction of the Project described herein, City agrees to be responsible for maintenance of the Road so long as the Road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.

6. County shall be responsible for maintenance of the Road for the first year after completion of the Road under the terms and conditions of the Construction Contract and the Contractor's Performance Bond.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

8. **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 time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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) and 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 City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUDED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices demands, requests or communication required or permitted hereunder shall be in writing and shall either be (1) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to City: | City of Pharr, Texas<br>Attn: Leopoldo "Polo" Palacios, Jr., Mayor<br>P.O. Box 1729<br>Pharr, Texas 78577-1632 |
| If to County: | Hidalgo County, Texas<br>Attn: Ramon Garcia, County Judge<br>302 W. University Drive<br>Edinburg, Texas 78540-0758 |
| With copy to: | Hector "Tito" Palacios, Commissioner Precinct No. 2<br>300 W. Hall Acres #G<br>Pharr, Texas 78577 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority or Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and county in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any part does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**CITY OF PHARR**

**Leopoldo "Polo" Palacios, Jr., Mayor**

**ATTEST:**

**City Secretary**

**HIDALGO COUNTY**

**Ramon Garcia, County Judge**

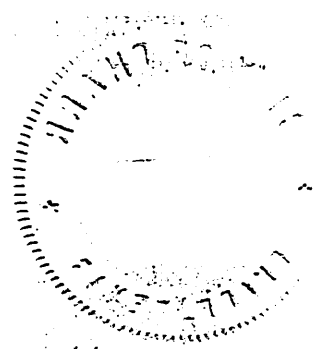
APPROVED BY
COMMISSIONERS' COURT
ON: 5/14/13

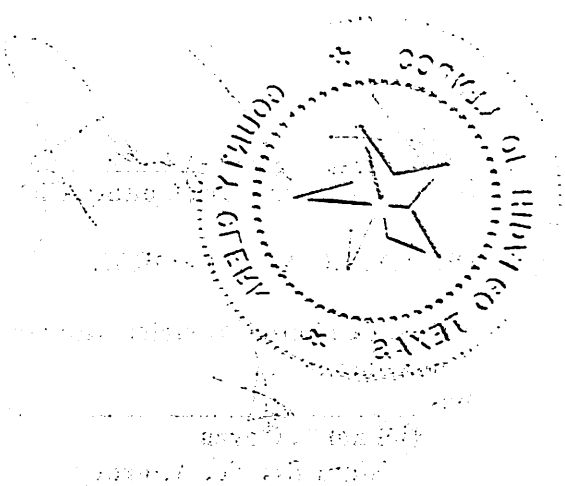
**ATTEST:**

**Arturo Guajardo, Jr., County Clerk**

**APPROVED AS TO FORM:**

**Office of Criminal District Attorney**
**Rene Guerra**
**By:**
**Michael L. Garza**
**Assistant District Attorney**





**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**APPROVAL OF**
**INTERLOCAL COOPERATION AGREEMENT**
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct Thomas Road from Jackson Road to Stewart Road including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of Pharr and Hidalgo County.

By vote on May 14, 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

**ATTEST:**

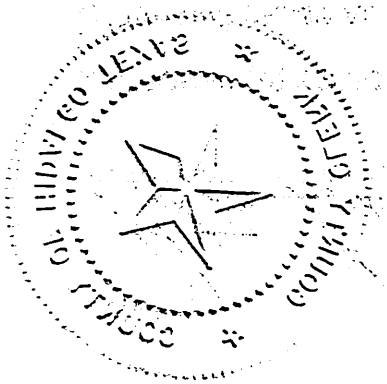
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 5/14/13

**APPROVED AS TO FORM:**

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RENE GUERRA

By: _____
Michael L. Garza
Assistant District Attorney



# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-12-314-01-29
## Work Authorization Form

# Work Authorization No. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner,**" and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services and for the reconstruction and widening of Thomas Road from a rural two-lane roadway to an urban four-lane roadway. Turn lanes will be provided at major intersections. The limits of the project are from FM 2061 (Jackson Road) on the west to FM 2557 (Stewart Road) on the east, a distance of approximately 3.65 miles.

The scope of services to be provided by the **Owner** is identified in **Attachment A –Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B –Services to be Provided by the Engineer** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is not to exceed **$1,029,585.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

**PART 3. PAYMENT**

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

**PART 4. FUNDING**

This Work Authorization shall be funded through funding source:

Account No. 3-1315-431-00-122-085-0-731/841

Requisition No. #238543 (must be included after CC approval)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT**

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2013.

**ENGINEER:**

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

**OWNER:**

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

**ATTEST:**

By: _____
Name: Arturo Guajardo, Jr.
Title: Hidalgo County Clerk

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

# Work Authorization No. 2

# EXHIBIT A

**Services to be Provided by the Owner**

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

***General***

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Obtain professional services required for the project that are not included as part of this Work Authorization or authorize a Supplemental Agreement to this Work Authorization for obtaining the necessary professional services not included as part of this Work Authorization.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

# Work Authorization No. 2

## EXHIBIT "B"

**Services to be provided by the ENGINEER**

**SCOPE OF SERVICES**

**General**

The project will consist of reconstruction and widening of Thomas Road from a rural two-lane roadway to an urban four-lane roadway. Turn lanes will be provided at major intersections. The limits of the project are from FM 2061 (Jackson Road) on the west to FM 2557 (Stewart Road) on the east, a distance of approximately 3.65 miles. The work to be furnished under this Authorization for Professional Services shall be as follows:

**I. General Management / Coordination**
**II. Preliminary Engineering and Schematic Development**
**III. Environmental Assessment & Public Involvement**
**IV. Plans, Specifications & Estimate**

The work shall consist of professional engineering services for the development of the project. The work is described in more detail as follows:

### I. GENERAL MANAGEMENT / COORDINATION

1) The **Engineer** shall design, develop and prepare all documents in English units.
2) The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The **Engineer** shall utilize Microstation computer graphics system. Roadway design will be developed using GEOPAK.
4) The **Engineer** shall be required to meet with designated Client's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The **Engineer** shall coordinate and conduct a meeting with TxDOT to determine and review any preliminary planning under development by TxDOT for adjoining and adjacent roadways, including: advanced project development activities for FM 2061, US 281, and FM 2557 as well as any other proposed project activities within the area.
6) The Engineer shall coordinate and conduct a meeting with the Hidalgo County Regional Mobility Authority to determine and review any project development being undertaken by the RMA within the project vicinity.
7) The **Engineer** shall be required to prepare the minutes for any meeting as required for documentation purpose.
8) Right of Entry: It will be the responsibility of the **Engineer** to secure permission, short of litigation, to enter private property for purposes of survey, environmental and engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property.
9) The **Engineer** shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
10) The **Engineer's** Project Manager will continually review the quality and progress of the various tasks assigned to all firms within the project team. Quality review will include technical requirements.

## II. PRELIMINARY ENGINEERING & SCHEMATIC DESIGN

In general, the scope of services will include all management and engineering activities required for the final work activities to complete ***Preliminary Engineering and Schematic Design*** of the **Project**. More specifically, the work activities to be provided will include:

**Route and Design Studies**

1) The **Engineer** shall develop and assemble Preliminary Construction Cost Estimates.
2) The **Engineer** shall develop Roadway Design Criteria; prepare the Design Summary Report.
3) The **Engineer** shall coordinate and conduct a Design Concept Conference; prepare meeting announcements / invitations, agenda, and final notes; invite stakeholders and reviewing agencies as approved by **Client**.
4) The **Engineer** shall determine minimum right-of-way and easement requirements using the proposed typical sections and preliminary cross-sections.
5) The **Engineer** shall adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce right-of-way requirements, use of retaining walls to minimize right-of-way and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical section.
6) The **Engineer** shall establish the existing horizontal alignment of the existing roadway.
7) The **Engineer** shall establish the proposed horizontal alignments for 3 alternatives to be considered.
8) The **Engineer** shall determine the drainage outfall requirements for the proposed alternatives.
9) The **Engineer** shall determine the additional right-of-way requirements for the proposed alternatives.
10) The **Engineer** shall provide an ENGINEERING SUMMARY REPORT outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.

Development of level of service analysis, turning movement counts or traffic counts are not included in the scope.

**Field Survey**

The **Engineer** shall provide the following (within the limits of the project)

*FIELD SURVEYING*

(1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

(2) The **Engineer** shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The **Engineer**'s Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".

***Vertical and Horizontal Control***

(1) Project Control and Baseline (Set in location clear of proposed improvements)

a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. 11" x 17" mylar Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.

b) Stake existing centerline

i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.

ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

***Digital Terrain Model (DTM)***

(1) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurate develop a digital terrain model (DTM).

***Topographic Survey***

(1) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.

(2) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the **Engineer**.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc…) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

(3) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
   b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

***Miscellaneous***

(1) Miscellaneous
   a) Locate any topographic feature within the project area (All work will be to 10 foot outside of the proposed ROW) in addition to the items specifically mentioned above.
   b) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   c) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   d) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   e) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

*RIGHT OF WAY SURVEY*

*Utility Coordination/Inventory*

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The **Engineer** shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The **Engineer** shall prepare the minutes for these meetings and forwarded to the Client. The **Engineer** shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the **Engineer** shall request conveyance documents from the utility provider.
   c) The **Engineer** shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the **Engineer.**
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the Client.
   d) The **Engineer** shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The **Engineer** shall update all files and plans based on the utility company responses.
   f) The **Engineer** shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The **Engineer** shall forward these layouts to the Client and the utility companies. During design process, the **Engineer** shall field verify all visible utility conflicts.
   g) The **Engineer** shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the **Engineer**'s review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
   h) Contact "One Call" to request marking of underground utilities
      i) Request existing utility information from local utility companies
      j) The **Engineer** will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
   k) The **Engineer** will obtain measure downs on utilities as follows
      i) Top of key on gas line values
      ii) Top of key on water line values
      iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
      iv) Flowline, size pipe for irrigation systems
      v) Flowline and size of system for inverted siphons.
   l) The **Engineer** will develop a Utility Communications Folder for each utility. This folder will document the utility coordination, and include all correspondence with the affected utility company and the city & county officials. This includes all communication by sub-providers and the Client. It will be the Client's responsibility to ensure the **Engineer** is provided with communication initiated or received by the Client.
   m) Subsurface Utility Engineering **is not** included in the scope of work.

***Right-of-Way***

2) Right of Way
   a) The **Engineer** shall obtain the most current existing adjoining right of way information information as follows:
      i) Plats
      ii) Deeds
      iii) Ownership information
   b) The **Engineer** shall survey in the exiting roadway right of way and adjoining parcel lines in the project coordinate system.
   c) Microstation file shall be provided to show the following:
      i) Existing roadway right of way
      ii) Adjoining parcel property lines
      iii) Legal information
      iv) Ownership information
   d) The **Engineer** shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.
   e) Right of Way Map (NOT SEALED) Development – The **Engineer** will provide the Right of Way Maps in accordance with the TxDOT Checklist below:
      i) General
         (1) Graphics files will be in Microstation and Word software.
         (2) Photos of proposed ROW staking included.
         (3) Field notes and Parcel Plats are numbered continuous.
         (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans
      ii) Title Sheet Requirements
         (1) Title and description of project including county, limits, etc.
         (2) Vicinity map with begin and end sta.
         (3) Equations and Exceptions
         (4) Index
         (5) Legend
         (6) Title block completely filled out with Construction and R.O.W. CSJs'
         (7) List all Major Utilities from Station to Station
      iii) Individual Map Sheet Requirements
         (1) Sheet size 34" X 22"
         (2) Text legible when reduced to half-scale.
         (3) Title block completely filled out with R.O.W. CSJ
         (4) Matchlines
         (5) Project layout sheet
      iv) Existing information:
         (1) R.O.W. lines
         (2) Whole property or whole property inset
         (3) Roadways
         (4) Survey, county, and city limit lines shown and labeled
         (5) Improvements shown and labeled (see below)
         (6) Monumentation i.e. P.C., P.T., Break Points
         (7) North arrow
         (8) Scale
         (9) Property lines
         (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
         (11) Identify existing and proposed access denial locations (if applicable)
      v) Proposed information:
         (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals

(2) Survey and R.O.W. lines
(3) Basis of bearings
(4) Parcel bearings and distances correspond with traverse sheet
(5) Outside ties (P.O.C.) corresponds with field notes
(6) Point of beginning (P.O.B.) established on proposed R.O.W. line
(7) Parcel tied to baseline
(8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
(9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
(10) Math checked on remainder

vi) Improvements:
vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.
ix) Utilities:
(1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
(2) Location of underground storage tanks and/or filler caps are shown and labeled

f) Field Notes
i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)
xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable

(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

g) Traverse Sheet
   i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
   ii) Computations show area that is existing road R.O.W. if applicable
   iii) Traverse calls are in clockwise sequence
   iv) Error of closure meets the following:
      (1) Secondary rural .0003
      (2) Primary rural - secondary urban .0002
      (3) Urban or industrial .00013

**Final Design Schematic**

(1) The **Engineer** shall prepare a final design schematic of the **Client**-approved alignment in accordance with the approved Project Design Criteria.

**Preliminary Hydrologic/Hydraulic Analysis and Design**

The **Engineer** shall perform preliminary hydrologic / hydraulic analysis and design for the proposed improvements and proposed design of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria. The hydrologic / hydraulic design shall in all respects combine the application of sound engineering principles, and TxDOT or other reviewing agency approval. The **Client** will provide the **Engineer** all existing drainage studies or reports that cover the proposed project vicinity and the **Engineer** will take into account the information provided by the reports when developing his proposed design.

***Preliminary Hydrologic / Hydraulic Analysis and Design*** shall include:

(1) **Hydrologic Analysis** – drainage are maps, hydrologic data / discharge determination, stage-discharge determination.
(2) Preparation of a stormwater pollution prevention plan (SW3P) in accordance with EPA National Pollution Discharge Elimination System (NPDES) general permit requirements.
(3) **Hydraulic Report** – documentation of hydrologic analysis and hydraulic computations.

## III. ENVIRONMENTAL ASSESSMENT & PUBLIC INVOLVEMENT

In general, the **scope of services** shall consist of environmental related services required ***to acquire a Finding of No Significant Impact (FONSI) for Thomas Road from FM 2061 (Jackson Road), east to FM 2557 (Stewart Road) in south Pharr and San Juan, Texas.***

***Task 1 – Project Management and Coordination***

The work for this task includes the following:

A. The SUBCONSULTANT Project Manager will coordinate with the Engineer; direct and coordinate the day-to-day activities and various elements associated with the development of EA.

B. The SUBCONSULTANT Project Manager will prepare a graphic project schedule indicating tasks, critical dates, milestones, deliverables and TxDOT review requirements. The project schedule will depict the order of the various tasks, milestones, and deliverables. SUBCONSULTANT will submit monthly Invoices and progress reports to the Engineer.

C. SUBCONSULTANT will prepare for and attend project scoping meeting with TxDOT Pharr District

D. SUBCONSULTANT will prepare right-of-entry letters and coordinate with property owners for access to properties where acquisition is required.

E. The SUBCONSULTANT Project Manager will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.

***Task 2 – Scoping Documents and Classification Letter***

In compliance with TxDOT's new environmental rules (new statutory requirements passed by the 82nd Texas Legislature) related to the environmental review process for transportation projects, which were effective April 16, 2012, a scoping meeting must be held and a "project scope" must be agreed to at the outset, which provides an outline for a collaborative agreement between the project sponsor and TxDOT regarding the specific requirements and expectations for the preparation of the environmental document and related services. The project scope also establishes the basis for all subsequent activities and reviews related to the project. SUBCONSULTANT will participate in a scoping meeting with the Client, TxDOT Pharr District and the Engineer. SUBCONSULTANT will provide environmental input and take notes during the scoping meeting and will finalize and distribute the scoping meeting documents to team members for submittal to TxDOT Pharr District.

SUBCONSULTANT will prepare a Classification Letter for submittal to TxDOT Pharr for submittal to TxDOT ENV to receive concurrence on the appropriate level of environmental documentation. The letter will consist of background information, purpose and need, description of the proposed improvements, right-of-way requirements, previous studies, waters of the U.S. issues, potential environmental issues including threatened and endangered species, hazardous materials, potential for controversy, and public involvement activities. A project location map on an aerial depicting the project limits would also be provided.

***Task 3 – Environmental Assessment***

An Environmental Assessment (EA) will be prepared in accordance with 23 CFR 771.117, the Federal Highway Administration's (FHWA) Technical Advisory T6640.8A, TAC -Title 43, Part 1, Chapter 2, TxDOT Environmental Affairs Division's Standards of Uniformity (SOU). The EA will follow a format

specified on TxDOT's website. The deliverable under this work scope shall be a, where a Finding of No Significant Impact is expected for this project.

The work for this task includes the following:

***(A) Data Collection Process and Field Visit***

SUBCONSULTANT will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. A field visit will be conducted in support of the EA document and to visit the existing and proposed areas of ROW identified for the project. Right-of-entry will be secured, if possible before any environmental investigations are performed. If right-of-entry cannot be secured, SUBCONSULTANT will do a "best attempt" to look over the fence.

***(B) Environmental Investigations and Assessments***

1) Need and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.

2) Alternatives Analysis.

- This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
- It will also describe the reasonable alternatives and those eliminated from further study.

3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.

a) Land Use and Public Facilities. The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.

b) Social and Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.

c) Traffic Noise – Since this project would increase the number of through-traffic lanes and portions would be on new location, a traffic noise analysis would be required. Construction noise would also be addressed. SUBCONSULTANT will follow the Noise SOUs and will conduct a traffic noise analysis for the build alternative. The objective of the noise analysis will be to 1) model existing and predicted future design year noise levels at various locations along the proposed project; 2) evaluate the possible impact of traffic noise at these locations; and 3) discuss and evaluate possible mitigation measures to reduce or eliminate potential noise impacts. Predictions of traffic noise levels will be performed in accordance with the current and applicable state and federal regulations, standards, and guidelines using the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) software. Traffic data is required and should consist of the existing (estimated time of completion [ETC]) and projected design year (existing plus 30 years) peak hour volumes for cars, medium trucks, and heavy trucks traveling on the mainlanes. Traffic data needed to complete this item will be supplied by TxDOT and should include average annual daily traffic count's (AADT), design hourly volumes predicted for lanes, traffic mix, directional traffic split for the design hour, and speeds. This information will be provided for existing year (ETC) and 320-year proposed AADT. The potential noise impact on sensitive receptors will be assessed in accordance with the FHWA - Federal-Aid Highway Program Manual, Volume 7, Chapter 7, Section 3.

The noise analysis will consist of the following tasks.

*Subtask 1 – Determine Receptor Locations*

Identify noise-sensitive land uses and activities that currently exist in the proposed project area and where development is planned, designed, and programmed. Determine receptor locations based on noise-sensitive land uses and activities identified. Where possible, the preliminary engineering layout will include adjacent land use information, to include existing and planned (platted) subdivisions, residences, commercial facilities, parks, etc. This scope assumes that no more than 10 noise receiver locations will be modeled.

*Subtask 2 – Model Existing and Predicted Future Noise Levels*

SUBCONSULTANT will model existing and future worst-case noise levels at selected locations along the Build alternative using TNM 2.5 software. This scope does not include field measurements for existing noise levels. Traffic data information will be provided by the design engineers for this analysis. SUBCONSULTANT will assess potential impacts of future noise levels on sensitive land uses including analysis and documentation of the results.

*Subtask 3 – Noise Abatement Measures*

If the predicted noise levels at the sensitive receptors approaches or exceeds FHWA's Noise Abatement Criteria, or substantially exceeds existing noise levels, SUBCONSULTANT will provide a preliminary evaluation of alternative noise abatement measures for reducing or eliminating future traffic noise impacts. Should the noise analysis determine that noise abatement measures are warranted, a noise barrier analysis and a noise workshop would be an additional service.

*Subtask 4 – Prepare Traffic Noise Section of EA*

SUBCONSULTANT will review and analyze the results of the noise analysis, then prepare the traffic noise section of the EA.

d) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:

i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;
ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;

iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;

iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and

v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b)

e) Soils/Prime Farmlands - Soils in the area of the proposed project will be described according to the Natural Resources Conservation Service (NRCS). To ensure compliance with the Farmland Protection Policy Act (FPPA), SUBCONSULTANT will consider proposed project impacts, and if necessary coordinate with the NRCS and complete the Farmland Conversion Impact Rating Form CPA-106 and submit it to the NRCS for review. The NRCS map for Hidalgo County will be reviewed, and the NRCS list of prime farmland soil types will be reviewed to determine if the proposed project area is potentially subject to the FPPA. If there is a potential for adverse impacts to FPPA lands, the EA will discuss alternative measures to avoid or minimize the impacts.

f) Bicycle and Pedestrians - SUBCONSULTANT will document any impacts to bicycle and pedestrian facilities and services in the area.

g) Section 4(f) Resources - SUBCONSULTANT will review available data and perform on-site investigations to ascertain the presence of potential Section 4(f) lands, including public parks, recreation lands, and wildlife and waterfowl refuges that may be impacted by the proposed project. This scope of work does not include a Section 4(f) analysis.

h) Wetlands - Coordination was previously initiated with USACE. A copy of the letter will be included in an appendix in the EA. A permit from the USACE is not required.

i) Water Quality - The ambient conditions of streams and water bodies that are likely to be impacted by the proposed project, and the identification of the potential for impacts to these water bodies will be assessed. SUBCONSULTANT will obtain data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) under the Federal Clean Water Act and the Safe Drinking Water Act regarding principal or sole-source aquifers and wellhead protection areas.

j) Floodplains - National Flood Insurance Program (NFIP) maps will be reviewed to determine what portions of the proposed project area are encumbered by the base (100-year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed.

k) Water Quality - The ambient conditions of streams and water bodies, which are likely to be impacted by the proposed project and identification of the potential for impacts to these water bodies will be assessed.

l) Wild and Scenic Rivers – SUBCONSULTANT will determine if a river in the National Wild and Scenic River System is located in the study area or will be affected by the proposed Transportation Activity.

m) Coastal Zone Management – SUBCONSULTANT will evaluate the proposed project relative to the jurisdictional boundary of the Texas Coastal Management Program.

n) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

o) Wetlands and Waters of the U.S. The SUBCONSULTANT will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

p) Beneficial Landscape Practices - SUBCONSULTANT will address the Executive Memorandum related to Beneficial Landscape Practices.

q) Invasive Species - SUBCONSULTANT will address the Executive Order related to Invasive Species.

r) Essential Fish Habitat - The potential for the proposed project to impact essential fish habitat will be reviewed and discussed.

s) Ecological Resources. SUBCONSULTANT will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys or biological assessments would be added by supplemental agreement.

t) Archaeological Resources.

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. The archaeological field investigations will require a Texas Antiquities Permit. An SUBCONSULTANT principal archaeologist will prepare a permit application for submittal to the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to TxDOT for their review and ultimately, for submittal to the THC for review. Additionally, text will be provided to incorporate into the EA.

u) Historical Resources

i) For the historic portion of the project, since there are approximately four structures over the age of 50 years, a historian will conduct a literature review of the project area and present a research design to TxDOT Pharr/TxDOT ENV as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, a SUBCONSULTANT historian will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians

will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) A summary reconnaissance report will be provided and will include the following:

(1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
(2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch digital color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will clearly identify project name, address (or location) of resource, and site ID number.
(3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
(4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

v) Section 4(f). The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

w) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. A hazardous materials initial site assessment (ISA) will be prepared and submitted to the TxDOT Pharr District for their records. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

x) Indirect and Cumulative Impacts. Because this project is an added capacity project, an indirect and cumulative impacts analyses will be performed in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2010), and related guidance from FHWA and TxDOT.

***Task 4 – Deliverables and EA Review/Revisions***

The information above will be compiled into a preliminary draft EA document. The EA text will be prepared on an IBM-compatible computer with Microsoft Word software and a CD will be provided. Exhibits will be limited to 8.5"x 11" format, if possible. SUBCONSULTANT will provide the following:

- Two (2) copies of the draft EA document (V1) to the TxDOT- Pharr District for review and comment. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft EA (V2).
- Six (6) copies of the draft EA document (V2) will be prepared and provided to the TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) review.
- After receiving comments from TxDOT-ENV, SUBCONSULTANT will revise the draft EA document and submit the revised drafts back to TxDOT-ENV for resource agency review (V3) (3 copies).
- Six (6) copies of the draft EA document (V4) will be prepared and provided to TxDOT-Pharr District for FHWA review (V4).
- After receiving comments from FHWA, SUBCONSULTANT will revise the draft EA document and submit the revised draft to the TxDOT- Pharr District for (V5) (6 copies).
- After public hearing, the Environmental Consultant will revise the draft EA document, as needed and submit final copies (V6) (6 copies).

***Task 5 – Public Meeting***

SUBCONSULTANT will plan, coordinate, and conduct one Public Meeting for the project, which will be held in either an open house format, followed by a formal presentation and oral comment period or an open house only without the formal presentation. The Engineer's staff will be present at the Public Hearing to receive comments from the public and other attendees. The tasks to be performed will include the following:

- SUBCONSULTANT will update and maintain the project mailing list and prepare a Public Meeting notice to inform adjacent property owners and other interested persons of the Public Meeting.
- Identify and secure the venue for the Public Meeting and coordinate the logistics in support of the hearing.
- Update and maintain a mailing list that includes, but is not limited to adjacent property owners, special interest groups, elected officials and others identified by TxDOT to be used for the hearing notice.
- Prepare, publish, and distribute hearing notices and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in English and Spanish in the local newspapers at 30 days and 10 days prior to the Public Meeting to notify the public in advance of the hearing.
- Prepare sign-in sheets, comment forms, handouts, and pre-printed nametags for staff.
- Identify and make arrangements for equipment needs (e.g., easels, chairs, tables, and audio-visual) including transportation, set-up, and break down.
- Provide and coordinate Public Meeting informational and directional signs (registration/sign-in, written comment station, and directional arrows for traffic flow).
- Provide two personnel to conduct the Public Meeting.
- Provide English to Spanish Translation Services (written and oral).
- Prepare graphics related to the environmental study.

- Provide a Summary and Analysis Report that will include copies of notices, photographs, handouts, sign-in sheets, comment forms, letters, and a transcript of comments made during the Public Meeting. There will be one Public Meeting summary report. Four bound copies and one electronic copy in PDF format of the summary report will be prepared.

***Task 6 – Public Hearing***

SUBCONSULTANT will plan, coordinate, and conduct one Public Hearing for the project. The EA prepared by SUBCONSULTANT will be available at the Public Hearing for the public to review and comment. The Public Hearing will be held in either an open house format, followed by a formal presentation and oral comment period or a formal presentation and oral comment period without the open house. The Engineer's staff will be present at the Public Hearing to receive comments from the public and other attendees. The tasks to be performed will include the following:

- SUBCONSULTANT will update and maintain the project mailing list and prepare a Public Hearing notice to inform adjacent property owners and other interested persons of the Public Hearing.
- Identify and secure the venue for the Public Hearing and coordinate the logistics in support of the hearing.
- Update and maintain a mailing list that includes, but is not limited to adjacent property owners, special interest groups, elected officials and others identified by TxDOT to be used for the hearing notice.
- Prepare, publish, and distribute hearing notices and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in English and Spanish in the local newspapers at 30 days and 10 days prior to the Public Hearing to notify the public in advance of the hearing.
- Prepare sign-in sheets, comment forms, handouts, and pre-printed nametags for staff.
- Identify and make arrangements for equipment needs (e.g., easels, chairs, tables, and audio-visual) including transportation, set-up, and break down.
- Provide and coordinate Public Hearing informational and directional signs (registration/sign-in, written comment station, and directional arrows for traffic flow).
- Provide two personnel to conduct the Public Hearing.
- Provide a court reporter for the Public Hearing.
- Provide English to Spanish Translation Services (written and ordal).
- Prepare graphics related to the environmental study.
- Provide a Summary and Analysis Report that will include copies of notices, photographs, handouts, sign-in sheets, comment forms, letters, and a transcript of comments made during the Public Hearing. Public Hearing comments and responses will be compiled to properly record the hearing. There will be one Public Hearing summary report. Four bound copies and one electronic copy in PDF format of the summary report will be prepared.

## IV. PLANS, SPECIFICATIONS & ESTIMATE

In general, this phase will include all management and engineering activities required for the *final design and preparation of construction drawings and supporting documents* for the **Project**. Specific work activities to be provided by the **Engineer** will include:

1) The **Engineer** shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The **Engineer** shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other Stgate approved manuals deemed necessary to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the **Engineer** shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other State approved manual deemed necessary. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

**Final Roadway Design Controls**

The **Engineer** shall prepare the roadway design for the **Project**. The design of the roadway shall conform to the approved **Project** design criteria. The roadway design shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

***Roadway design controls*** shall include:

(1) Geometric design – horizontal and vertical alignments, intersection geometrics to be incorporated onto plan and profile sheets.
(2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections; to be placed incorporated into plan details as typical section sheets.
(3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
(4) Earthwork Quantities – obtained from grading design.
(5) Pavement design, including associated data collection, cost data, pavement material properties, and pavement drainage.
(6) Miscellaneous supplemental plan details.

**Signing & Pavement Markings**

The **Engineer** will perform traffic operations design for the proposed improvements of the **Project**. The design of traffic operations improvement shall conform to the **Project** design criteria. These designs shall in all respects combine the application of sound engineering principles. Traffic operations design and analysis shall include:

*Signing*

(1) The **Engineer** shall determine location and type of warning, regulatory and guide signs as required by the Texas Manual on Traffic Control Devices (TxMUTCD) and TxDOT's Sign Crew Field Book and standards for work under this task.
(2) The Engineer shall design all signage according the latest version of the TxMUTCD, Supplemental to the TxMUTCD, and TxDOT's Signs and Markings Manual. All designs shall be based on the final proposed roadway design.
(3) The **Engineer** shall perform an inventory of all existing signage throughout the project limits, including those limits that are considered incidental to the project limits.
(4) Any signs no longer used by the State shall be taken out and replaced by an accepted TxMUTCD sign.

*Permanent Pavement Markings*

The **Engineer** shall design all permanent pavement markings in accordance with the Texas MUTCD. All such design shall be based on the final proposed roadway design.

*Signalization*

(1) The **Engineer** shall develop a warrant study. Data collection and preparation shall include a location map, photographs, accident data, vehicle volumes, traffic survey, and a final recommendation based on the warrant study.
(2) The **Engineer** shall prepare design details that include a condition diagram, signal and traffic control device inventory, supplemental traffic control (signing, markings, illumination, etc.), phase sequence diagrams, construction details (poles, detectors, pull box and conduit layouts, controller foundation), aerial or underground details.
(3) Design of flashing beacons and/or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

**Miscellaneous**

The **Engineer** shall provide the following miscellaneous roadway items:

*Traffic Control Plan*

(1) The **Engineer** will develop a conceptual traffic control plan (TCP), roll plot, and narrative. This information will be submitted to the **Client** and **TxDOT** for review. The **Engineer** shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by **TxDOT** or **Client** after approval will be considered additional work and be added by supplemental agreement.
(2) The **Engineer** shall notify the State if they plan on requesting a speed reduction at the work zones. The **Engineer** shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
(3) The **Engineer** shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction.
(4) The **Engineer** shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
(5) The **Engineer** shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

(6) If the **Engineer** determines that a standard is not applicable to address the entire project, then the **Engineer** shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The **Engineer** shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
(7) The **Engineer** will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
(8) The **Engineer** shall prepare the plan and profile sheets and cross sections for all detours.
(9) The **Engineer** will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

***Irrigation Structure Adjustments and Relocations***

(1) The **Engineer** shall develop and prepare the design details for the adjustment and/or relocation of existing Hidalgo County Irrigation District No. 2 facilities that are in conflict with the proposed road construction improvements. Details shall include replacement and/or extension of existing pipe, relocation of existing irrigation vents, wells and gates, and shall include summary sheet and standard details. All plans involving irrigation facilities shall be as approved by the Hidalgo County Irrigation District No. 2.

***Roadway Details***

(1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
(2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
(3) The **Engineer** shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The **Engineer** shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" = 100'.
(4) The **Engineer** shall identify and notify the State all locations not meeting the set criteria. In addition, the **Engineer** shall provide alternatives and a recommendation to address these design issues.
(5) The **Engineer** shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
(6) The **Engineer** shall determine all cut and fill quantities.
(7) The **Engineer** shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
(8) The **Engineer** shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in

the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

*Drainage Details*

(1) The **Engineer** shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other State approved manuals deemed necessary to prepare and submit the work under this section.
(2) The **Engineer** shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously approved County drainage study:
    (a) Description, Material, Size, and Entrance (headwall)
    (b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
    (c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
    (d) Outlet flow line, tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
    (e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity
(3) The **Engineer** shall show the location of culverts and ditches on the roadway plan view.
(4) The **Engineer** shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the **Engineer.**

*Storm Water Pollution Prevention Plan (SW3P)*

(1) The **Engineer** shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site.
(2) The **Engineer** shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project.
(3) The **Engineer** shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task.
(4) Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices.
(5) The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion.
(6) Plan sheets will be develop separate from TCP as 1"=100', double stacked.

*Cross Sections*

(1) For the Final Submission, the **Engineer** shall furnish the final cross section plots, showing both the original terrain and the design cross sections, showing the roadway template, at a vertical scale of 1"= 10' and a horizontal scale of 1"= 10'. The design cross sections shall indicate the slope rate on the side slopes. The **Engineer** shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within

the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

*Miscellaneous Drafting, Standards, and Details*

(1) The **Engineer** shall prepare a title sheet indicating, at a minimum, project limits, project location map, name of **County** and **County's** acknowledgement/acceptance, facility identification, specification reference, **Engineer**'s seal, signature, and date.
(2) The **Engineer** shall determine appropriate standard drawings (clearly identifying agency of prepared standard) to be incorporated into the plans, and sign / seal any modifications to any agency or industry-approved standards.
(3) The **Engineer** shall develop any details to clarify any construction requirements of the plan drawings.

*Plans, specifications, and Estimates (PS&E)*

(1) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** authorized by the **Client**.
(2) All final plans sheets shall be developed, by the **Engineer**, on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.
(3) Graphics files will be developed in Microstation design file format, and shall plot consistent with the reproducible plots submitted.
(4) **Plan Sheets.** Plan sheets shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control, specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, utilities and drainage, channel details (as applicable), roadway details (as applicable), drainage details (as applicable), hydraulic details, and standards. (Standards may be used from government and agency entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.
(5) **Specifications.** Whenever possible, the **Engineer** shall use the TxDOT 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.
(6) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

**Project Management**

The **Engineer** shall provide the following management activities in the development of the **Project**.

*Internal Coordination*

(1) The **Engineer**'s **Project Manager** shall provide internal coordination for the development of **Project** progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control / quality assurance, internal project meetings and providing technical assistance. The **Engineer** will provide status reports to the **Client** as requested. It is estimated that these progress reports shall take place approximately once a month.

*Progress Meetings*

(1) The **Engineer** shall formally meet with the **Client** at 30%, 60%, 75%, and 100% submittal (reference the schedule of milestone deliverables below). The **Engineer** shall prepare minutes for

each progress meeting, and provide a copy to the **Client**. It is also expected that the **Engineer** will present the project's status reports at to the **Client** approximately once a month.

*Coordination with TxDOT & the Hidalgo County MPO*

(1) The **Engineer** shall assist the **Client** with coordination of the project with both the **Texas Department of Transportation (TxDOT)** and the **Hidalgo County Metropolitan Metropolitan Organization (MPO)**. The project will be presented and discussed with both these organizations for the purpose of obtaining construction funding for the project. The **Engineer** will prepare reports, presentations, drawings, figures, estimates or other documentation as may be requested by these organizations and attend meetings with these organizations as may be requested by them for the purpose of facilitating the authorization of funding for the project's construction.

*Quality Control / Quality Assurance*

(1) The **Engineer** shall perform quality control and assurance (QC/QA) on all deliverables with an independent engineer, within the **Engineer**'s firm, who will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met at each milestone submittal.

## SUB-CONSULTANT AGREEMENT AND SERVICES

R. Gutierrez Engineering Corporation will obtain sub-consultant services for this professional services agreement. Services that are anticipated include:

- Environmental Assessment and Public Involvement
- Geotechnical Investigations

These services are included in the scope as defined and are included in the lump sum fee.

# Work Authorization No. 2

## EXHIBIT C
**Work Schedule**

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for in Phases/Parts I, II, III and IV as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase/part of work on the Project shall serve as evidence of completion of that phase of work on the Project.

# EXHIBIT D
## ENGINEERING FEE ESTIMATE

| I. GENERAL MANAGEMENT / COORDINATION | | | | | |
|---|---|---|---|---|---|
| **DIRECT LABOR:** | **Estimated Hours** | | **Hourly Rate** | **Estimated Cost** | **Totals** |
| Principal | 121 | | $86.54 | $10,471 | |
| Project Manager | 173 | | $57.70 | $9,982 | |
| Senior Engineer | 171 | | $43.27 | $7,399 | |
| Engineer | 93 | | $33.66 | $3,130 | |
| Graduate Engineer | 93 | | $23.08 | $2,146 | |
| Senior Engineer Tech | 0 | | $25.97 | $0 | |
| CADD-Design Tech | 0 | | $21.64 | $0 | |
| 3 Person Survey Crew | 4 | | $42.00 | $168 | |
| Clerical | 83 | | $18.27 | $1,516 | |
| Sub-Total: | | | | | $34,814 |
| **INDIRECT COSTS:** | **Rate** | | **x Base =** | **Estimated Cost** | |
| Overhead Cost | 1.73 | | $34,814 | $60,228 | |
| Profit | 0.15 | | $95,042 | $14,256 | |
| Indirect Cost Total: | | | | | 74,484 |
| GENERAL MANAGEMENT / COORDINATION FEE TOTAL: | | | | | 109,298 |
| | | | | | |
| PRELIM ENGINEERING & SCHEMATIC DESIGN | | | | | |
| **DIRECT LABOR:** | **Estimated Hours** | | **Hourly Rate** | **Estimated Cost** | **Totals** |
| Principal | 37 | | $86.54 | $3,202 | |
| Project Manager | 117 | | $57.70 | $6,751 | |
| Senior Engineer | 211 | | $43.27 | $9,130 | |
| Engineer | 295 | | $33.66 | $9,930 | |
| Graduate Engineer | 327 | | $23.08 | $7,547 | |
| Senior Engineer Tech | 316 | | $25.97 | $8,207 | |
| CADD-Design Tech | 316 | | $21.64 | $6,838 | |
| 3 Person Survey Crew | 544 | | $42.00 | $22,848 | |
| Clerical | 38 | | $18.27 | $694 | |
| Sub-Total: | | | | | $75,147 |
| **INDIRECT COSTS:** | **Rate** | | **x Base =** | **Estimated Cost** | |
| Overhead Cost | 1.73 | | $75,147 | $130,004 | |
| Profit | 0.15 | | $205,151 | $30,773 | |
| Indirect Cost Total: | | | | | 160,776 |
| PRELIM ENGINEERING & SCHEMATIC DESIGN FEE TOTAL: | | | | | 235,923 |
| | | | | | |
| [illegible] | | | | | |
| **DIRECT LABOR:** | **Estimated Hours** | | **Hourly Rate** | **Estimated Cost** | **Totals** |
| Principal | 42 | | $86.54 | $3,635 | |
| Project Manager | 147 | | $57.70 | $8,482 | |
| Senior Engineer | 258 | | $43.27 | $11,164 | |
| Engineer | 492 | | $33.66 | $16,561 | |
| Graduate Engineer | 568 | | $23.08 | $13,109 | |
| Senior Engineer Tech | 1,744 | | $25.97 | $45,292 | |
| CADD-Design Tech | 1,744 | | $21.64 | $37,740 | |
| 3 Person Survey Crew | 0 | | $42.00 | $0 | |
| Clerical | 8 | | $18.27 | $146 | |
| Sub-Total: | | | | | $136,128 |
| **INDIRECT COSTS:** | **Rate** | | **x Base =** | **Estimated Cost** | |
| Overhead Cost | 1.73 | | $136,128 | $235,502 | |
| Profit | 0.15 | | $371,631 | $55,745 | |
| Indirect Cost Total: | | | | | 291,247 |
| [illegible] | | | | | |
| | | | | | |
| | | | | **PROJECT FEE SUB-TOTAL:** | **772,596** |

# EXHIBIT D
## ENGINEERING FEE ESTIMATE

| OTHER DIRECT COSTS: | Quantity | Unit | x Rate = | Estimated Cost | |
|---|---|---|---|---|---|
| | | | | | |
| Environmental Document | 1 | LS | $122,463.00 | $122,463 | |
| Public Meetings | 1 | LS | $24,327.75 | $24,328 | |
| Public Hearing | 1 | LS | $26,197.75 | $26,198 | |
| R.O.W. Map & Parcels (30 Parcels) | 30 | EA | $2,800.00 | $84,000 | |
| | | | | **Other Direct Cost Total:** | **256,989** |
| | | | | | |
| | | | | **PROJECT FEE TOTAL:** | **1,029,585** |

**Note: Traffic Counts to be provided by TxDOT & Geotechnical Investigation to be provided by Hidalgo County**

R. Gutierrez
Engineering
Corporation

**Statement of Probable Cost**
**Construction Cost**

**4/18/2013**

| | | |
|---|---|---|
| **Project Name:** | **Thomas Rd - 52 Ft Face to Face Curb & Gutter Roadway** | |
| Projec Length: | 3.65 Miles = | 19,272 LF |
| Project Limits: | | |
| From: | FM 2061 (Jackson Road) | |
| To: | FM 2557 (Stewart Road) | |
| Proposed R.O.W.: | 80 FT | |
| Roadway Width: | 52 FT | |
| Hot Mix: | 3 IN | |
| Base Mat'l: | 12 IN | |
| Lime Trt Subg: | 12 IN | |
| Percent Lime for Subg: | 5 % | |
| Percent Lime for Base: | 2 % | |
| Prime Coat Rate: | 0.3 Gal/Sy | |
| Turnout Radius: | 30 FT | |
| Intersecting Rdwy Width: | 30 FT | |
| Construction Durationi: | 20 MO | |

| Item | Item Description | Quantity | Unit | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 100 | Prep R.O.W. | 192.72 | Sta | $ 500.00 | $ 96,360.00 |
| 110 | Rdwy Excavation | 37,116.44 | CY | $ 5.25 | $ 194,861.33 |
| 132 | Rdwy Embankment | 17,130.67 | CY | $ 5.10 | $ 87,366.40 |
| 247 | Flex Base | 39,257.78 | CY | $ 20.75 | $ 814,598.89 |
| 260 | Lime Treat Subg | 122,056.00 | SY | $ 1.40 | $ 170,878.40 |
| 260 | Lime Treat Subg | 3,051.40 | Ton | $ 230.00 | $ 701,822.00 |
| 262 | Lime Treat Base | 117,773.33 | SY | $ 2.00 | $ 235,546.67 |
| 262 | Lime | 1,324.95 | Ton | $ 230.00 | $ 304,738.50 |
| 310 | Asph Mat'l | 31,477.60 | Gal | $ 4.60 | $ 144,796.96 |
| 340 | Hot Mix | 17,942.23 | Ton | $ 79.00 | $ 1,417,436.33 |
| 464 | RCP (CL III)(18") | - | LF | $ 37.00 | $ - |
| 464 | RCP (CL III)(24") | 11,522.00 | LF | $ 43.00 | $ 495,446.00 |
| 464 | RCP (CL III)(30") | 1,500.00 | LF | $ 57.00 | $ 85,500.00 |
| 464 | RCP (CL III)(36") | 2,300.00 | LF | $ 75.00 | $ 172,500.00 |
| 464 | RCP (CL III)(42") | 550.00 | LF | $ 94.00 | $ 51,700.00 |
| 464 | RCP (CL III)(48") | 700.00 | LF | $ 112.00 | $ 78,400.00 |
| 465 | Inlet (Ty A) | 92.00 | Ea | $ 3,500.00 | $ 322,000.00 |
| 466 | Conc Headwall (CH-11B)(18") | - | Ea | $ 2,700.00 | $ - |
| 466 | Conc Headwall (CH-11B)(24") | 6.00 | Ea | $ 2,875.00 | $ 17,250.00 |
| 466 | Conc Headwall (CH-11B)(30") | 1.00 | Ea | $ 2,950.00 | $ 2,950.00 |
| 466 | Conc Headwall (CH-11B)(36") | 1.00 | Ea | $ 3,000.00 | $ 3,000.00 |
| 466 | Conc Headwall (CH-11B)(42") | 2.00 | Ea | $ 3,400.00 | $ 6,800.00 |
| 466 | Conc Headwall (CH-11B)(48") | 1.00 | Ea | $ 4,200.00 | $ 4,200.00 |
| 500 | Mobilization | 1.00 | LS | $ - | $ - |
| 502 | Barricades | 18.00 | Mo | $ 3,500.00 | $ 63,000.00 |
| 529 | Curb & Gutter (Ty A)(Barrier) | 38,544.00 | LF | $ 12.40 | $ 477,945.60 |
| 530 | Driveways | 3,400.00 | SY | $ 19.40 | $ 65,960.00 |
| 530 | Turnouts | 3,715.79 | SY | $ 26.00 | $ 96,610.54 |
| 666 | Refl Pav Mark (4")(Y)(Sld) | 38,544.00 | LF | $ 0.35 | $ 13,490.40 |
| 666 | Refl Pav Mark (4")(W)(Bkn) | 9,636.00 | LF | $ 0.35 | $ 3,372.60 |
| 672 | Raised Pav Mark (Refl)(Ty II-A-A) | 963.60 | Ea | $ 3.30 | $ 3,179.88 |
| 672 | Raised Pav Mark (Refl)(Ty I-C) | 481.80 | Ea | $ 3.50 | $ 1,686.30 |
| | | | | | |
| | Sub-Total | | | | $ 6,131,710.50 |
| | | | | | |
| | 20% Contingencies | 0.20 | LS | $ 6,131,710.50 | $ 1,226,342.10 |
| | | | | | |
| | **TOTAL** | | | | **$7,358,052.60** |

## WORK AUTHORIZATION NO. 2

## ENGINEERING FEE ESTIMATE

| NO. | TASK AND DESCRIPTION | PRINCIPAL | PROJECT MANAGER | SENIOR ENGINEER | ENGINEER | GRADUATE ENGINEER | SENIOR ENGINEER TECH | CADD-DESIGN TECH | 3 PERSON SURVEY CREW | CLERICAL | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | **I. GENERAL MANAGEMENT / COORDINATION** | | | | | | | | | | |
| 1 | Develop & Monitor Project Work Schedule | 2 | 8 | 16 | 16 | 16 | 0 | 0 | 0 | 8 | 66 |
| 2 | Meet w/ Client Representatives (Bi-Weekly) (52 Weeks) | 52 | 52 | 52 | 52 | 52 | 0 | 0 | 0 | 26 | 286 |
| 3 | Meet w/ Utility Companies (10 Companies @ 2 Meetings Each) | 20 | 20 | 20 | 20 | 20 | 0 | 0 | 0 | 10 | 110 |
| 4 | Meet w/ Hidalgo County Irrig Dist No. 2 (5 meetings) | 5 | 5 | 5 | 5 | 5 | 0 | 0 | 0 | 5 | 30 |
| 5 | Meet w/ Property Owners (20 Property Owners) | 10 | 20 | 10 | 0 | 0 | 0 | 0 | 0 | 20 | 60 |
| 6 | Obtain Right-of-Entries for Env, ROW, Topo Surveys (30 Property Owners) | 2 | 8 | 8 | 0 | 0 | 0 | 0 | 4 | 8 | 30 |
| 7 | Meet w/ HCRMA to Review Planned Projects in Vicinity (2 Meetings) | 2 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 2 | 12 |
| 8 | Meet w/ TxDOT to Review Planned Projects in Vicinity (2 Meetings) | 2 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 2 | 12 |
| 9 | Perform Quality Control & Quality Assurance (QCQA) (52 weeks) | 26 | 52 | 52 | 0 | 0 | 0 | 0 | 0 | 2 | 132 |
| | **SUBTOTAL - GENERAL MANAGEMENT / COORDINATION** | 121 | 173 | 171 | 93 | 93 | 0 | 0 | 4 | 83 | 738 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **II. PRELIM ENGINEERING & SCHEMATIC DESIGN** | | | | | | | | | | |
| | **Route and Design Studies** | | | | | | | | | | |
| 1 | Develop Preliminary Construction Cost Estimates | 2 | 4 | 8 | 8 | 8 | 0 | 0 | 0 | 2 | 32 |
| 2 | Develop Design Criteria & Prepare Design Summary Report | 2 | 8 | 16 | 16 | 16 | 0 | 0 | 0 | 2 | 60 |
| 3 | Conduct Design Concept Conference | 4 | 8 | 8 | 8 | 0 | 0 | 0 | 0 | 4 | 32 |
| 4 | Determine Minimum Right-of-Way Requirements | 1 | 2 | 4 | 8 | 8 | 4 | 4 | 0 | 0 | 31 |
| 5 | Develop Proposed Typical Sections | 0 | 2 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 22 |
| 6 | Establish Existing Horizontal Alignments | 0 | 1 | 2 | 4 | 4 | 4 | 4 | 0 | 0 | 19 |
| 7 | Establish Proposed Horizontal Alignments (3 Alternates) | 1 | 2 | 4 | 8 | 16 | 16 | 16 | 0 | 0 | 63 |
| 8 | Determine Drainage Outfall Requirements | 1 | 2 | 4 | 8 | 16 | 16 | 16 | 0 | 0 | 63 |
| 9 | Determine Additional R.O.W. Requirements | 0 | 2 | 4 | 8 | 16 | 16 | 16 | 0 | 0 | 62 |
| 10 | Develop ENGINEERING SUMMARY REPORT | 2 | 4 | 8 | 16 | 16 | 8 | 8 | 0 | 4 | 66 |
| | | | | | | | | | | | |
| | **Field Survey** | | | | | | | | | | |
| 11 | Collect and Review Existing County Data | 1 | 2 | 4 | 8 | 8 | 0 | 0 | 0 | 4 | 27 |
| 12 | Coordinate Field Survey | 1 | 8 | 16 | 16 | 8 | 0 | 0 | 16 | 4 | 69 |
| 13 | Establish Horiz and Vert Control BM's @ 1,000-Ft Intervals (Est 24 BM's) | 1 | 4 | 8 | 8 | 8 | 16 | 16 | 48 | 0 | 109 |
| 14 | Create 11'x17" Control Data Plan Sheet | 0 | 2 | 4 | 8 | 8 | 16 | 16 | 0 | 0 | 54 |
| 15 | Stake Exist Centerline @ 1,000-ft & PC's, PT's on ROW both sides (Est 60 Pts) | 1 | 2 | 0 | 0 | 0 | 4 | 4 | 24 | 0 | 35 |
| 16 | Cross Sections @ 100-Foot Intervals (Project Length - 19,300-Ft Length) | 2 | 4 | 8 | 8 | 8 | 16 | 16 | 120 | 0 | 182 |
| 17 | Obtain driveway x-sections to extend 10-ft outside R.O.W. (85 Driveways) | 1 | 2 | 2 | 2 | 2 | 0 | 0 | 80 | 0 | 89 |
| 18 | Inventory public access, commercial and private driveway by type. | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 19 | Obtain Side Drain data (centerline station, size, length, flow lines, etc.) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 24 | 0 | 31 |
| 20 | Obtain culvert's size of structures, type, skew angle, material. | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 16 | 0 | 23 |
| 21 | Locate and obtain culvert inlet and outlet FL's elev, top of HW's, aprons, edge of pvmt, and CL | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 16 | 0 | 23 |
| 22 | Obtain profiles and x-sections @ 100-ft intervals 500-ft upstream and downstream of structures | 1 | 2 | 2 | 2 | 2 | 0 | 0 | 16 | 0 | 25 |
| 23 | Determine type of wingwall or S.E.T. or barrier rails, (end treatment, location, type, length, height) | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 8 | 0 | 12 |
| 24 | Obtain pictures of culvert barrels and outlet and inlet view to the R.O.W. | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 8 | 2 | 14 |
| 25 | Locate and obtain mailbox inventory within ROW (type-identify as single, dbl, or mult) incl photos | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 8 | 2 | 14 |
| 26 | Locate and obtain sign inventory (type) for all signs within R.O.W. and intersectoins incl photos | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 8 | 2 | 14 |
| 27 | Locate any other topographic feature within project area (within 10-ft outside of ROW) | 1 | 2 | 2 | 2 | 2 | 0 | 0 | 16 | 0 | 25 |
| 28 | Pick up any items that may be an obstruction to the proposed construction (i.e. Gas Markers, etc.) | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 8 | 0 | 12 |
| 29 | Process ASCII files to develop DTM | 1 | 2 | 4 | 8 | 8 | 16 | 16 | 0 | 0 | 55 |
| | | | | | | | | | | | |

## WORK AUTHORIZATION NO. 2

## ENGINEERING FEE ESTIMATE

| NO. | TASK AND DESCRIPTION | PRINCIPAL | PROJECT MANAGER | SENIOR ENGINEER | ENGINEER | GRADUATE ENGINEER | SENIOR ENGINEER TECH | CADD-DESIGN TECH | 3 PERSON SURVEY CREW | CLERICAL | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Right-of-Way Survey** | | | | | | | | | | |
| 30 | Contact "One Call" to request marking of underground utilities. | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 0 | 2 | 9 |
| 31 | Request existing utility information from local utility companies. | 1 | 2 | 4 | 8 | 8 | 4 | 4 | 0 | 4 | 35 |
| 32 | Perform surveying for horiz location of "Flagged" underground utilities & visible overhead lines | 1 | 2 | 4 | 8 | 8 | 0 | 0 | 32 | 0 | 55 |
| 33 | Measure downs on utilities (top of key on gas line valves) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 34 | Measure downs on utilities (top of key on water line valves) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 35 | Measure downs on utilities (FL, size of tie-ins and direction of flow for SS manholes) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 36 | Measure downs on utilities (FL, size of pipe for irrigation systems) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 37 | Measure downs on utilities (FL, size of pipe for inverted siphons of irrigation systems) | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 8 | 0 | 15 |
| 38 | Obtain most current existing right-of-way information (plats, deeds, ownership info) | 1 | 4 | 8 | 8 | 8 | 0 | 0 | 0 | 4 | 33 |
| 39 | Survey existing roadway right-of-way and adjoining parcel lines in project coordinate system | 1 | 2 | 4 | 4 | 8 | 16 | 16 | 32 | 0 | 83 |
| 40 | Provide Microstation file to show exist ROW, parcel property lines, legal info, ownership info | 1 | 4 | 4 | 4 | 4 | 16 | 16 | 0 | 0 | 49 |
| 41 | Stake prop ROW and Drain Easements for utility relocation | 1 | 2 | 4 | 4 | 4 | 8 | 8 | 16 | 0 | 47 |
| | | | | | | | | | | | |
| | **Final Design Schematic** | | | 4 | | | | | | | |
| 42 | Prepare final design schematic of preferred alignment in accordance w/ Project Design Criteria | 4 | 8 | 16 | 32 | 32 | 48 | 48 | 0 | 0 | 188 |
| | | | | | | | | | | | |
| | **Preliminary Hydrologic / Hydraulic Analysis and Design** | | | | | | | | | | |
| 43 | Collect and Review Existing County Drainage Studies or Reports in project vicinity | 1 | 4 | 8 | 16 | 16 | 0 | 0 | 0 | 2 | 47 |
| 44 | Develop Drainage Area Maps, Hydrologic Data, Discharge and Stage-Discharge Determination | 2 | 4 | 8 | 16 | 32 | 64 | 64 | 0 | 0 | 190 |
| 45 | Prepare stormwater pollution prevention plan (SW3P) following NPDES general permit reqmnts | 0 | 1 | 2 | 4 | 8 | 16 | 16 | 0 | 0 | 47 |
| 46 | Prepare project Hydraulic Report documenting hydrologic analysis & hydraulic computations | 1 | 4 | 8 | 16 | 16 | 8 | 8 | 0 | 0 | 61 |
| | SUBTOTAL - PRELIM ENGINEERING & SCHEMATIC DESIGN | 37 | 117 | 211 | 295 | 327 | 316 | 316 | 544 | 33 | 2197 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

## WORK AUTHORIZATION NO. 2

## ENGINEERING FEE ESTIMATE

| NO. | TASK AND DESCRIPTION | PRINCIPAL | PROJECT MANAGER | SENIOR ENGINEER | ENGINEER | GRADUATE ENGINEER | SENIOR ENGINEER TECH | CADD-DESIGN TECH | 3 PERSON SURVEY CREW | CLERICAL | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | A. PLANS, SPECIFICATIONS & ESTIMATE | | | | | | | | | | |
| 1 | Title Sheet (1 Sheet) | 1 | 1 | 2 | 4 | 4 | 8 | 8 | | 1 | 29 |
| 2 | Index of Sheets (1 Sheet) | 0 | 1 | 2 | 4 | 4 | 8 | 8 | | 0 | 27 |
| 3 | Project Layout (8 Sheets) | 1 | 4 | 8 | 16 | 16 | 64 | 64 | | 0 | 173 |
| 4 | Horizontal & Vertical Survey Control (4 sheets) | 1 | 2 | 4 | 8 | 8 | 32 | 32 | | 1 | 88 |
| 5 | Existing Typical Sections (1 Sheets) | 0 | 1 | 2 | 4 | 4 | 8 | 8 | | 0 | 27 |
| 6 | Proposed Typical Sections (3 Sheets) | 1 | 4 | 8 | 16 | 16 | 24 | 24 | | 0 | 93 |
| 7 | Develop General Notes and Specs (8 Sheets) | 1 | 4 | 8 | 16 | 16 | 8 | 8 | | 2 | 63 |
| 8 | Earthwork & Cross-Sections (40 Sheets) | 2 | 4 | 8 | 16 | 16 | 80 | 80 | | 0 | 206 |
| 9 | Figure Quantities & Prepare E&Q Sheets (4 Sheets) | 1 | 8 | 16 | 16 | 16 | 32 | 32 | | 0 | 121 |
| 10 | Sequence of Construction (2 Sheets) | 1 | 4 | 8 | 8 | 8 | 16 | 16 | | 0 | 61 |
| 11 | Traffic Control Plan General Notes (1 Sheet) | 1 | 1 | 2 | 4 | 4 | 16 | 16 | | 0 | 44 |
| 12 | Traffic Control Plan - 3 Phases (36 Sheets) | 2 | 8 | 16 | 32 | 32 | 288 | 288 | | 0 | 666 |
| 13 | Traffic Control Plan Details (3 Sheets) | 1 | 2 | 4 | 8 | 8 | 24 | 24 | | 0 | 71 |
| 14 | Roadway Data Sheets (6 Sheets) | 2 | 4 | 4 | 8 | 8 | 48 | 48 | | 0 | 122 |
| 15 | Plan & Profile (Roadway) (32 Sheets) | 4 | 32 | 32 | 64 | 64 | 256 | 256 | | 0 | 708 |
| 16 | Intersection Details (5 Sheets) | 1 | 4 | 8 | 16 | 16 | 40 | 40 | | 0 | 125 |
| 17 | Driveway & Turnout Details (1 Sheet) | 0 | 1 | 2 | 4 | 8 | 8 | 8 | | 0 | 31 |
| 18 | Hydraulic Data Sheets (4 Sheets) | 2 | 4 | 8 | 16 | 16 | 16 | 16 | | 0 | 78 |
| 19 | Perform Hydraulic Design (Roadway) | 4 | 16 | 32 | 64 | 64 | 64 | 64 | | 0 | 308 |
| 20 | Drainage Area Maps (8 Sheets) | 1 | 4 | 8 | 16 | 16 | 64 | 64 | | 0 | 173 |
| 21 | Utility & Drainage Sheets (32 Sheets) | 4 | 8 | 16 | 32 | 32 | 288 | 288 | | 0 | 668 |
| 22 | Outfall Details (4 Sheets) | 1 | 2 | 4 | 8 | 16 | 32 | 32 | | 0 | 95 |
| 23 | Cross Culvert Profiles (10 Sheets) | 1 | 2 | 4 | 8 | 16 | 80 | 80 | | 0 | 191 |
| 24 | Irrigation Crossing Structure Plan & Profile (2 Sheets) | 0 | 1 | 2 | 4 | 8 | 16 | 16 | | 0 | 47 |
| 25 | Irrigation Structures Details (4 Sheets) | 1 | 2 | 4 | 8 | 16 | 32 | 32 | | 0 | 95 |
| 26 | Pavement Marking Layout & Details (8 Sheets) | 2 | 4 | 8 | 16 | 32 | 64 | 64 | | 0 | 190 |
| 27 | Small Sign Layout & Details (8 Sheets) | 2 | 4 | 8 | 16 | 32 | 64 | 64 | | 0 | 190 |
| 28 | Signing Summary Sheets (2 Sheets) | 0 | 1 | 2 | 4 | 8 | 16 | 16 | | 0 | 47 |
| 29 | Traffic Signals Layouts (2 Sheets) | 1 | 1 | 2 | 4 | 8 | 16 | 16 | | 0 | 48 |
| 30 | Illumination Layouts (2 Sheets) | 0 | 1 | 2 | 4 | 8 | 16 | 16 | | 0 | 47 |
| 31 | Develop Construction Time Estimate | 1 | 4 | 8 | 16 | 16 | 0 | 0 | | 0 | 45 |
| 32 | Provide interim drawing submittals (8 sets) | 1 | 4 | 8 | 16 | 16 | 8 | 8 | | 0 | 61 |
| 33 | Provide Final Drawings on 11"x17" Mylars (234 Sheets) | 1 | 4 | 8 | 16 | 16 | 8 | 8 | | 4 | 65 |
| | SUBTOTAL - PLANS, SPECIFICATIONS & ESTIMATE | 45 | 147 | 280 | 480 | 564 | 1724 | 1724 | 0 | 8 | 5060 |
| | | | | | | | | | | | |
| | TOTAL PROFESSIONAL SERVICES MANHOURS | 200 | 437 | 640 | 880 | 988 | 2060 | 2060 | 648 | 129 | 7938 |

| Description of Tasks | Principal | Sr. Environmental Planner | Env. Scientist (Planner) | Env Scientist (Biologist) | Principal Archeologist | Archeologist | Historian | GIS | Admin/Clerical | Total Hours | Total Labor |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | $225.00 | $210.00 | $140.00 | $110.00 | $110.00 | $80.00 | $120.00 | $85.00 | $60.00 | | |
| **TASK 1. PROJECT MANAGEMENT AND COORDINATION** | | | | | | | | | | | |
| Project set-up; Communicate, email, direct and coordinate the day-to-day activities and various elements associated | 0 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 32 | $6,120.00 |
| Prepare and update schedule, monthly invoices and progress reports | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 16 | $2,760.00 |
| Attend one scoping meeting at TxDOT Pharr | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | $5,600.00 |
| Right-of-entry (Coordination and preparation of letter) | 0 | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 18 | $2,020.00 |
| QA/QC EA at draft, TxDOT ENV, agency reviews and FHWA | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | $5,040.00 |
| *Subtotal* | 0 | 82 | 24 | 0 | 0 | 0 | 0 | 0 | 16 | 122 | $21,540.00 |
| **TASK 2. SCOPING DOCUMENT AND CLASSIFICATION LETTER** | | | | | | | | | | | |
| Scoping Documents | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 9 | $1,010.00 |
| Classification Letter | 0 | 1 | 6 | 0 | 0 | 0 | 0 | 2 | 0 | 9 | $1,220.00 |
| *Subtotal* | 0 | 2 | 10 | 0 | 0 | 0 | 0 | 2 | 4 | 18 | $2,230.00 |
| **TASK 3. ENVIRONMENTAL ASSESSMENT** | | | | | | | | | | | |
| Data Collection and Field Visit by NEPA writer and biologist | 0 | 0 | 16 | 16 | 0 | 0 | 0 | 4 | 0 | 36 | $4,340.00 |
| Need and Purpose | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | $840.00 |
| Alternatives Analysis | | | | | | 0 | 0 | | | | $0.00 |
| Planning process used to develop the project alternatives | 0 | 1 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | $1,050.00 |
| Requirements for and benefits of alternatives | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Principal Design Requirements | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | $490.00 |
| Desired Design Benefits | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Environmental Protection and Enhancement Requirements | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Alternatives eliminated from detailed study | 0 | 1 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | $1,050.00 |
| Detailed description of reasonable alternatives | 0 | 1 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | $1,330.00 |
| Objectives of the Project | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 8 | 0 | 12 | $1,240.00 |
| Issues studied in detail and Issues eliminated from from further study | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | $770.00 |
| Scoping Process | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Public Involvement Process (Summary) | 0 | 1 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | $1,330.00 |
| Related Studies and Relevant Documents | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | $490.00 |
| Applicable Regulatory Requiredments and Coordination | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | $770.00 |
| *Subtotal* | 0 | 8 | 76 | 16 | 0 | 0 | 0 | 12 | 0 | 112 | $15,100.00 |
| **SUBTASK. ISSUES STUDIED IN DETAIL** | | | | | | | | | | | |
| ROW, displacements and relocations | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | $770.00 |
| Land Use | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | $770.00 |
| Vegetation Impacts | 0 | 1 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 9 | $1,090.00 |
| Threatened and Endangered Species | 0 | 1 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 17 | $1,970.00 |
| Indirect and Cumulative Analysis | 0 | 4 | 60 | 16 | 0 | 0 | 0 | 0 | 0 | 80 | $11,000.00 |
| Figures (Land use, floodplain, USGS, census tracts, typicals, Vegetation, ICI RSA's) | 0 | 2 | 16 | 0 | 0 | 0 | 0 | 48 | 0 | 66 | $6,740.00 |
| *Subtotal* | 0 | 10 | 84 | 40 | 0 | 0 | 0 | 48 | 0 | 182 | $22,340.00 |
| **SUBTASK. ISSUES ELIMINATED FROM FURTHER DETAIL** | | | | | | | | | | | |
| Population and Demographic Characteristics | 0 | 1 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | $2,450.00 |
| Environmental Justice | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Public Facilities amd Services | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Housing | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Community Impacts | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Community Cohestion | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Limited English Proficiency | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Economic and Employment Impacts/Income | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Housing | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Airway-Highway Clearance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 |
| Soils/Prime Farmlands | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Beneficial Landscaping/Invasive Species | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Essential Fish Habitat | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Archeology (field survey included) | 0 | 0 | 1 | 0 | 60 | 24 | 0 | 0 | 0 | 85 | $8,660.00 |
| Historic Resources Survey (field visit included) | 0 | 0 | 1 | 0 | 0 | 0 | 60 | 0 | 0 | 61 | $7,340.00 |
| Bicycles and Pedestrians | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Section 4(f) Resources | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Waters of the U.S., including wetlands | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Floodplains | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Water Quality Issues | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wild and Scenic Rivers | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Wildlife | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Coastal Zone Management | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Noise Analysis | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 48 | 0 | 53 | $4,850.00 |
| Air Quality CO Modeling | 0 | 1 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | $1,890.00 |
| MSAT Analysis (Quantitative) | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Hazardous Materials (order database and ISA prepared for District's records)) | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $2,240.00 |
| Construction Impacts | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Visual Impacts | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| Appendices (Photos, Technical Reports, etc.) | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | $280.00 |
| Acroymns, References, List of Preparers | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | $140.00 |
| *Subtotal* | 0 | 3 | 98 | 0 | 60 | 24 | 60 | 48 | 0 | 293 | $34,150.00 |
| **TASK . PREPARATION OF ENVIRONMENTAL DOCUMENTS** | | | | | | | | | | | |
| Prepare Draft EA to TxDOT (V1) (2 copies) | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 | 6 | $520.00 |
| Revisions to Draft EA (per TxDOT - Pharr ) | 0 | 8 | 32 | 0 | 0 | 0 | 0 | 8 | 0 | 48 | $6,840.00 |
| Prepare Draft EA to TxDOT ENV (V2) (6 copies) | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 8 | 10 | $760.00 |
| Revisions per TxDOT ENV review (one round only) | 0 | 8 | 24 | 0 | 0 | 0 | 0 | 6 | 8 | 46 | $6,030.00 |
| Prepare Draft EA to TxDOT ENV (V3) for Agency review (3 copies) | 0 | 2 | 16 | 0 | 0 | 0 | 0 | 0 | 8 | 26 | $3,140.00 |
| Revisions after Agency Review | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 8 | 10 | $760.00 |
| Prepare Draft EA for FHWA review (V4) (6 copies) | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 8 | 14 | $1,320.00 |
| Revisions after FHWA Review (V5)(6 copies) | 0 | 6 | 16 | 0 | 0 | 0 | 0 | 8 | 8 | 38 | $4,660.00 |
| Revise per Public Hearing | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | $560.00 |
| Prepare Final Copies (V6) (6 copies) | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 8 | 12 | $1,040.00 |
| *Subtotal* | 0 | 24 | 108 | 0 | 0 | 0 | 0 | 22 | 60 | 214 | $25,630.00 |
| ***Subtotal (Labor)*** | **0** | **129** | **400** | **56** | **60** | **24** | **60** | **132** | **80** | **941** | **$120,990.00** |

| DIRECT EXPENSES | Cost | Qty | Total Cost |
|---|---|---|---|
| Meals (Assume 2 days for 2 people site visit) | $35.00 | 4 | $140.00 |
| Hotel - site visits for 2 people for 1 nites | $90.00 | 2 | $180.00 |
| Lodging Taxes (12.5% of lodging cost) | | | $22.50 |
| Copies (8.5" x 11" B&W ) | $0.10 | 1500 | $150.00 |
| Copies (8.5" x 11" Color) | $0.75 | 250 | $187.50 |
| Mileage - one round trip @ 600 miles | $0.565 | 600 | $333.00 |
| Overnight mail delivery | $30.00 | 4 | $120.00 |
| Haz Mat Database | $300.00 | 1 | $300.00 |
| Field Expenses (/day) | $10.00 | 4 | $40.00 |
| | | **SUBTOTAL (DIRECT EXPENSES)** | **$1,473.00** |
| | | **GRAND TOTAL (LABOR + DIRECT)** | **$122,463.00** |

| Description of Tasks | Principal | Sr. Env Planner | Env. Planner | Env Scientist (Biologist) | Principal Archeologist | GIS | Admin/Clerical | Total Hours | Total Labor |
|---|---|---|---|---|---|---|---|---|---|
| | $225.00 | $210.00 | $140.00 | $110.00 | $110.00 | $85.00 | $60.00 | | |
| **TASK 5. PUBLIC MEETING** | | | | | | | | | |
| Develop Invitation list; create database; mail merge | 0 | 2 | 4 | 0 | 0 | 0 | 16 | 22 | $1,940.00 |
| Prepare legal notice for Public Meeting (twice in newspaper); coordinate efforts | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 4 | $540.00 |
| Send notices to adjacent property owners | 0 | 0 | 2 | 0 | 0 | 0 | 8 | 10 | $760.00 |
| Coordinate logistics | 0 | 2 | 0 | 0 | 0 | 0 | 16 | 18 | $1,380.00 |
| Prepare Public Meeting Exhibits (sign-in shts, comment forms, name tags, signs, etc.) | 0 | 8 | 8 | 0 | 0 | 2 | 6 | 24 | $3,330.00 |
| Prepare day before Public Meeting, debrief day after | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 8 | $1,400.00 |
| Attend Public Meeting | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 32 | $5,600.00 |
| Prepare Summary and Analysis of Public Meeting | 0 | 4 | 16 | 0 | 0 | 0 | 16 | 36 | $4,040.00 |
| Address Summary & Analysis comments from TxDOT Pharr District & resubmit | 0 | 2 | 0 | 0 | 0 | 0 | 4 | 6 | $660.00 |
| *Subtotal* | 0 | 40 | 50 | 0 | 0 | 2 | 68 | 160 | $19,650.00 |

| DIRECT EXPENSES | | |
|---|---|---|
| **Item** | **Qty** | **Cost** |
| Facility Rental & Custodian(@ cost) | 1 | $150.00 |
| Newspaper Advertisements (2 papers/ 2 times) - $150 | 2 | $3,000.00 |
| Meals ($35/ea. Assume 2 days 2 people Pub Mtg) | 4 | $140.00 |
| Hotel ($85/night) - pub mtg for 2 people for 1 nights | 2 | $170.00 |
| Lodging Taxes (12.5% of lodging cost) | | $21.25 |
| Copies (8.5" x 11" B&W - $0.10) | 1000 | $100.00 |
| Copies (8.5" x 11" Color - $0.75) | 100 | $75.00 |
| Postage (current postal rate) | 50 | $22.50 |
| Mileage ($0.565/mile) - one trip @ 600 miles ea | 600 | $339.00 |
| Overnight mail delivery ($30 per charge) | 2 | $60.00 |
| English-Spanish Translator (written materials)($100/pg | 3 | $300.00 |
| English-Spanish Translator (oral) & 10 headsets - $10 | 3 | $300.00 |
| **SUBTOTAL (DIRECT EXPENSES)** | | **$4,677.75** |
| **GRAND TOTAL (LABOR + DIRECT)** | | **$24,327.75** |

| Description of Tasks | Principal | Sr. Engineer/Sr. Env Planner | Env. Planner | Env Scientist (Biologist) | Principal Archeologist | GIS | Admin/Clerical | Total Hours | Total Labor |
|---|---|---|---|---|---|---|---|---|---|
| | $225.00 | $210.00 | $140.00 | $110.00 | $110.00 | $85.00 | $60.00 | | |
| **TASK 6. PUBLIC HEARING** | | | | | | | | | |
| Update Invitation list; update database; mail merge | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | $240.00 |
| Prepare legal notice for Public Hearing (twice in newspaper); coordinate efforts | 0 | 2 | 0 | 0 | 0 | 0 | 4 | 6 | $660.00 |
| Send notices to adjacent property owners | 0 | 0 | 1 | 0 | 0 | 0 | 8 | 9 | $620.00 |
| Coordinate logistics | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 4 | $540.00 |
| Prepare for Public Hearing (exhibits, name tags, handouts, agenda, etc.) | 0 | 1 | 1 | 0 | 0 | 0 | 8 | 10 | $830.00 |
| Prepare Public Hearing Exhibits (sign-in shts, comment forms, name tags, signs, etc.) | 0 | 8 | 8 | 0 | 0 | 2 | 6 | 24 | $3,330.00 |
| Prepare powerpoint presentation | 0 | 4 | 16 | 0 | 0 | 0 | 2 | 22 | $3,200.00 |
| Prepare day before Public Hearing, debrief day after | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 8 | $1,400.00 |
| Attend Public Hearing | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 32 | $5,600.00 |
| Prepare Summary and Analysis of Public Hearing | 0 | 4 | 16 | 0 | 0 | 0 | 16 | 36 | $4,040.00 |
| Address Summary & Analysis comments from TxDOT Pharr District & resubmit | 0 | 3 | 0 | 0 | 0 | 0 | 4 | 7 | $870.00 |
| *Subtotal* | 0 | 44 | 62 | 0 | 0 | 2 | 54 | 162 | $21,330.00 |

**DIRECT EXPENSES**

| Item | Qty | Cost |
|---|---|---|
| Facility Rental (@ cost) | 1 | $100.00 |
| Newspaper Advertisements (2 papers/ 2 times) - $150( | 2 | $3,000.00 |
| Meals ($35/ea. Assume 2 days 2 people Pub Hrg) | 4 | $140.00 |
| Hotel ($85/night) - pub hrg for 2 people for 1 night | 2 | $170.00 |
| Lodging Taxes (12.5% of lodging cost) | | $21.25 |
| Copies (8.5" x 11" B&W - $0.10) | 1000 | $100.00 |
| Copies (8.5" x 11" Color - $0.75) | 100 | $75.00 |
| Postage (current postal rate) | 50 | $22.50 |
| Mileage ($0.565/mile) - one trip @ 600 miles ea | 600 | $339.00 |
| Overnight mail delivery ($30 per charge) | 2 | $60.00 |
| English-Spanish Translator (written materials)($100/pg | 3 | $300.00 |
| English-Spanish Translator (oral) & 10 headsets - $10 | 3 | $300.00 |
| 1 court reporter ($30/hour) and $6/page | 3 hrs. 25 pgs | $240.00 |

**SUBTOTAL (DIRECT EXPENSES) $4,867.75**

**GRAND TOTAL (LABOR + DIRECT) $26,197.75**

RECEIVED
MAY 2 3 2013
City Manager's Office

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS**

This AGREEMENT is made on this the 14th day May of 2013, by and between **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "City" and the **COUNTY OF HIDALGO,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WHEREAS**, City is a municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, County will improve Thomas Road (Road) making it a thoroughfare within the County.

**WHEREAS**, County has determined that a section of the improvement to Thomas Road of approximately 500 feet are within the city limits of the City;

**WHEREAS**, City has agreed to provide and be responsible for the maintenance of the road after one year from the completion of the construction;

**WHEREAS**, it would serve a legitimate county purpose to reconstruct the Road as a thoroughfare within County;

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Section 791.00 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW THEREFORE**, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide, at its sole cost and expense, all engineering services for the reconstruction of the Road.

2. City authorizes County to perform the work on the portion of the road as described herein within its city limits.

3. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.

4. County agrees it is in its best interest to reconstruct the Road as it serves as a connecting link and integral part of the County road system.

5. After one year from the completion of the construction of the Project described herein, City agrees to be responsible for maintenance of the Road so long as the Road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.

6. County will be responsible for maintenance of the Road for the first year after completion of the Road under the terms and conditions of the Construction Contract and the Contractor's Performance Bond.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

8. **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 time such conflict exists.

9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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) and 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 City and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUDED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices demands, requests or communication required or permitted hereunder shall be in writing and shall either be (1) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to City: | City of San Juan, Texas<br>Attn: San Juanita Sanchez, Mayor<br>709 S. Nebraska<br>San Juan, Texas 78589 |
| If to County: | Hidalgo County, Texas<br>Attn: Ramon Garcia, County Judge<br>302 W. University Drive<br>Edinburg, Texas 78540-0758 |
| With copy to: | Hector "Tito" Palacios, Commissioner Precinct No. 2<br>300 W. Hall Acres #G<br>Pharr, Texas 78577 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority or Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and county in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any part does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**CITY OF SAN JUAN**

**San Juanita Sanchez, Mayor**

**ATTEST:**

**City Secretary**

**HIDALGO COUNTY**

**Ramon Garcia, County Judge**

**ATTEST:**

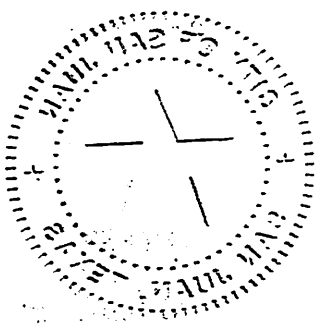
**Arturo Guajardo, Jr., County Clerk**

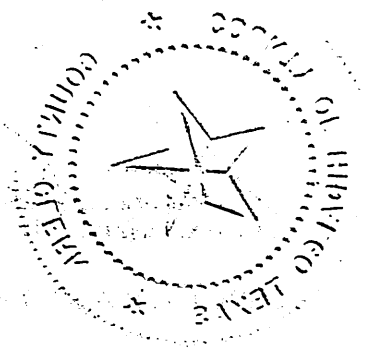
APPROVED BY COMMISSIONERS' COURT ON: 5/14/13

**APPROVED AS TO FORM:**

**Office of Criminal District Attorney**
**Rene Guerra**
**By:** _____
**Michael L. Garza**
**Assistant District Attorney**

APPROVED AS TO FORM:
**CITY OF SAN JUAN**
By: _____
Jaime J. Munoz, City Attorney





**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**APPROVAL OF**
**INTERLOCAL COOPERATION AGREEMENT**
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct Thomas Road from Jackson Road to Stewart Road including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan and Hidalgo County.

By vote on _____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

**ATTEST:**

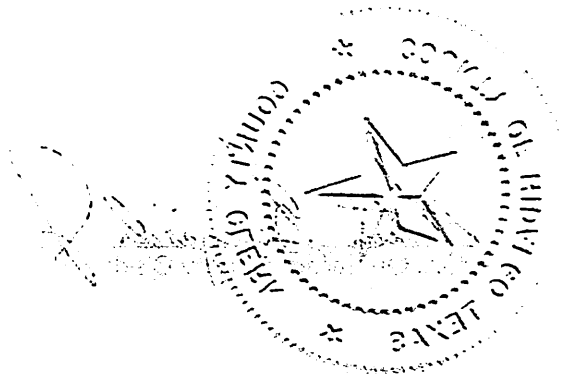
Arturo Guajardo, County Clerk

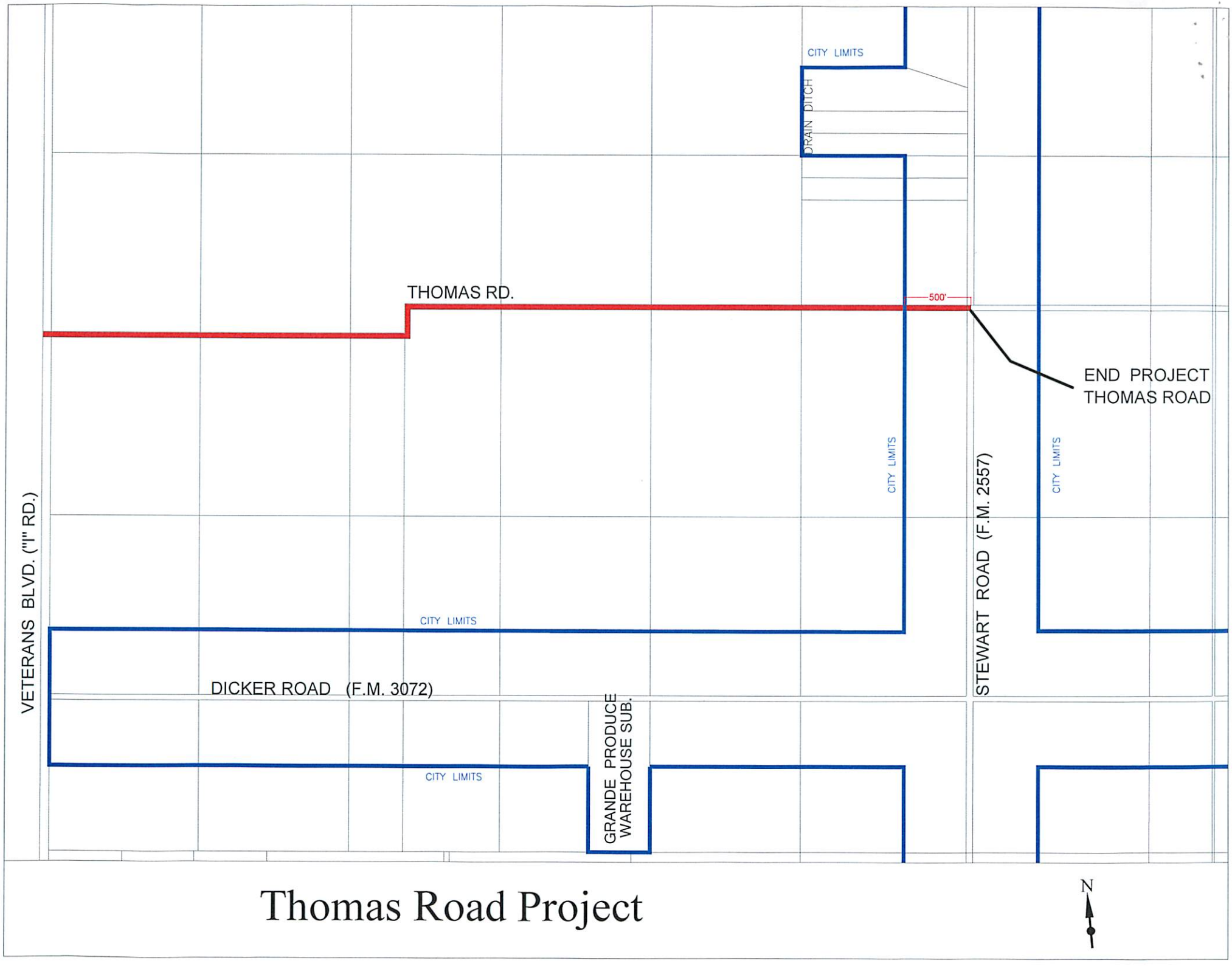
APPROVED BY
COMMISSIONERS' COURT
ON: 5/14/13

**APPROVED AS TO FORM:**

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RENE GUELLA

By: _____
Michael L. Garza
Assistant District Attorney






# Thomas Road Project

**AI-39257** **Purchasing Department 13. M.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha Salazar Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

Acceptance and approval for payment on Invoice # 20131537 in the amount of $ 12,000.00 for professional services submitted by TEDSI Infrastructure Group, Contract C-12-119-07-31 (wa#2), in connection with environmental scoping for the Dicker Road Project.

BACKGROUND

DICKER ROAD (23RD STR. TO S. JACKSON RD) PROJECT

CONTRACT #C-12-119-07-31

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

Funds Available as of 6/19/2013, Ref PO# 690815.

## Attachments

INV# 20131537

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/14/2013 11:35 AM |
| Budget & Management | Obdett Calzada | 06/14/2013 02:22 PM |
| Obdett Calzada | Obdett Calzada | 06/20/2013 10:03 AM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Carlos Jasso Started On: 06/14/2013 09:20 AM

Final Approval Date: 06/21/2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

May 14, 2013
Project No: 2012-1118-02
Invoice No: 20131537

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-02 Dicker Road – Work Authorization No. 2

**Contract No. C-12-119-07-31**
**P. O. Number 690815**
**23rd Street to Jackson Road**

**Professional Services from February 20, 2013 to April 30, 2013**
**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing | |
|---|---|---|---|---|---|---|
| Environmental Scoping | 32,424.75 | 37.01 | 12,000.00 | 0.00 | 12,000.00 | |
| Total Fee | 32,424.75 | | 12,000.00 | 0.00 | 12,000.00 | |
| | | **Total Fee** | | | | **12,000.00** |

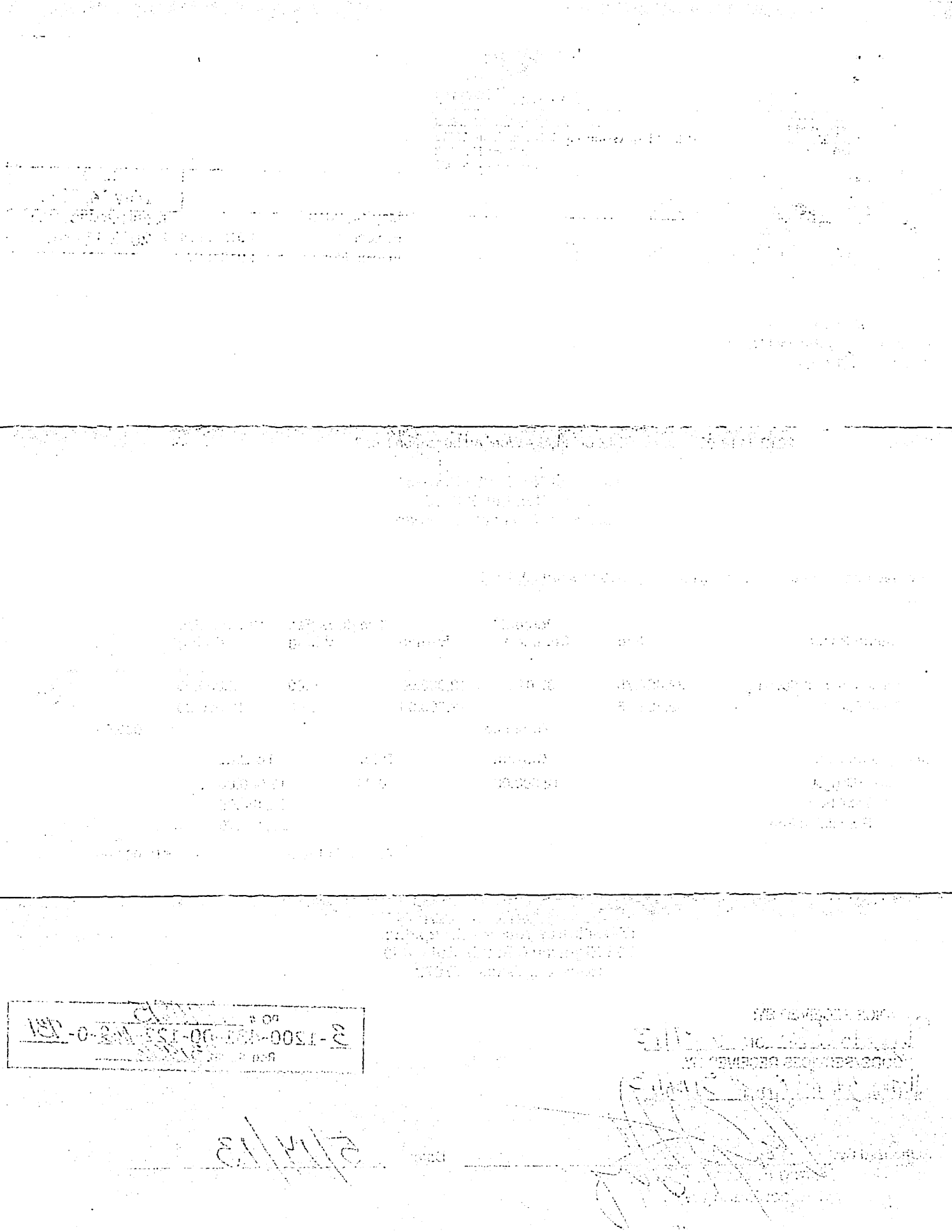
| Billing Summary | Current | Prior | To-Date | |
|---|---|---|---|---|
| Total Billings | 12,000.00 | 0.00 | 12,000.00 | |
| Total Fee | | | 32,424.75 | |
| Remaining Fee | | | 20,424.75 | |
| | | **Total this Invoice** | | **$12,000.00** |

PLEASE REMIT PAYMENT TO:
**TEDSI Infrastructure Group, Inc.**
**738 Highway 6 South, Suite 430**
**Houston, Texas 77079**

INVOICE RECEIVED BY: Elizabeth Casas ON 6/7/13
GOODS/SERVICES RECEIVED BY: Hector Jr. Palacios ON 5/14/13

PO # 690815
3-1200-431-00-122-062-0-731
Req # 231906

Authorized By: _____ Date: 5/14/13
Craig F. Stong, P.E.
Project Manager



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

# Project Progress Report

| | |
|---|---|
| TO: Hidalgo County Precinct No. 2 | DATE: May 14, 2013 |
| FROM: Mr. Craig F. Stong, P.E., Project Manager | TEDSI PROJECT NO.: 2012-1118-02 |
| REFERENCE: Work Authorization No. 2, Dicker Road: 23rd Street to Jackson Road | |

Progress Report for Invoice No. 20131537, February 20, 2013 to April 30, 2013

| BILLING PHASE | PERCENT COMPLETE | CONSULTANT | REPORT |
|---|---|---|---|
| **Environmental Scoping** | 50 | TEDSI | Develop preliminary scoping documents and classification letter. Submitted to TxDOT for review. Meeting scheduled for early May. |

**AI-39291** **Purchasing Department 13. N.**

**CC CONSENT**

**Meeting Date:** 06/25/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval of request for payment of Invoice #5062 in the amount of $4,185.00 from Guzman & Munoz Engineering & Surveying amid Work Authorization No. 1 under Contract #C-11-202-08-09-PO#665966 for Phase 3-Services during Bidding and Construction in connection to the Design and Construction of a New Constable Building Precinct One 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. #: 3-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Ref PO# 665966, funds available as of 6/20/2013.

## Attachments

Invoice #5062

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/19/2013 09:05 AM |
| Budget & Management | Obdett Calzada | 06/20/2013 11:09 AM |
| Obdett Calzada | Obdett Calzada | 06/20/2013 03:22 PM |
| Auditor's Office | Monica Badillo | 06/21/2013 05:37 PM |

Form Started By: Vangie Garcia Started On: 06/17/2013 05:00 PM

Final Approval Date: 06/21/2013

COPY

RECEIVED
JUN 14 2013
BY

# TRANSMITTAL

Project: Hidalgo County Pct. 1 Date: June 14, 2013
Constable's Office A/E Project Number: 1207-PCT-19

TRANSMITTAL To : Vangie Garica, Hidalgo County Purchasing Date: 6/13/13
A From Construction Manager: G.A.S. Enterprises, Inc. By: Rene Salinas

| QTY. | REFERENCE/NUMBER | TITLE/DESC/MANU | TASK NEEDED |
|---|---|---|---|
| 1 | Inv # 5062 | Invoice Guzman & Munoz | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Task Needed:

A Submitted for review and approval, signature required
B Submitted for review and approval, No signature required
C Submitted for Signature
D No action required
E Forward as Noted

Other remarks on above submission: _____ [ ] one copy retained by sender

TRANSMITTAL To (Gen. Contractor): _____ Date: _____
B From (Const. Manager): G.A.S. Enterprises, Inc. By: Mari Nichols
Date Rec'd by Const. Manager: _____ Date Transmt'd by Const. Manager: _____

[ ] Approved
[ ] Approved as noted
[ ] Revise/Resubmit
[ ] Rejected/Resubmit

Other remarks on above submission _____ [ ] One copy retained by sender

Copies: [ ] Owner [ ] Consultants [ ] One copy retained for sender
[ ] Architect [ ] Engineer [ ] Other

RECEIVED
JUN 17 2013
Facilities Management

GOOD SERVICES RECEIVED BY:
DANIEL FLORES ON 6/13/13
INVOICE RECEIVED BY:
Nancy Pena ON 6/17/13

Pd# 080150

3-1336-421-00-220-042-0-720

**INVOICE**
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

Billed By: Guzman & Munoz Engineering & Surveying, Inc.

Invoice No. 5062

Date Submitted: 6/13/13

B. Routing Instructions

1. Invoice will be submitted to Construction Manager (CM).
2. CM will review and assign signature and date in Section C.
3. Documents will be forwarded to Purchasing for routing to Facilities Management Department for signature and date.
4. Once all signatures above are processed, Purchasing will submit a completed copy to CM

C. Signatures

| | |
|---|---|
| Construction Manager | Date 6/13/13 |
| Acknowledge Receipt – Purchasing Dept. | Date 6/13/13 |
| Facilities Management Dept. | Date 6/17/13 |

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

COPY

**INVOICE #5062**
**DATE: 4/23/2013**

**BIII TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR: P740***
***Hidalgo County Pct. 1 Constables Office***
***On & Off Civil Engineering Design***
***Contract No. C-11-202-08-09***
***Work Order #1-Purchase Order #204623***
***$66,960.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Phase 1 – Topography Surveying & Drainage Analysis and Report | $16,740.00 | $16,740.00 | $0 | $16,740.00 | 100% | $0 |
| Phase 2 - Engineering Design Services | $33,480.00 | $33480.00 | $0 | $33,480.00 | 100% | $0 |
| Phase 3 – Services during Bidding and Construction | $16,740.00 | $4,185.00 | $4,185.00 | $8,370.00 | 50% | $8,370.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **Totals** | $66,960.00 | $54,405.00 | $4,185.00 | $58,590.00 | 87.50% | $8,370.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$66,960.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $66,960.00 |
| TOTAL COMPLETE TO DATE | $58,590.00 |
| LESS PREVIOUS INVOICES | $54,405.00 |
| **CURRENT PAYMENT DUE** | **$4,185.00** |

Pd# 060750

**GOOD SERVICES RECEIVED BY:**
DANIEL FLORES ON 4-23-13
**INVOICE RECEIVED BY:**
Nancy Ponce ON 4-24-13

3-1336-421-00-220-042-0-720

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

# Invoice

| Bill To |
|---|
| Hidalgo County PCT 1<br>1902 Joe Stephens Ave<br>Weslaco, Texas 78596 |

| Date | Invoice # |
|---|---|
| 4/23/2013 | 5062 |

| P.O. No. | Terms | Project |
|---|---|---|
| P740 | Due on receipt | P740-Pct 1 Constabl... |

| Item | Description | Budget | Prior Amt | Prior % | Qty | Curr % | Rate | Total % | Amount |
|---|---|---|---|---|---|---|---|---|---|
| Engineer... | Hidalgo County Pct. 1 Constables Office On & Off Civil Engineering Design Contract No. C-11-202-08-09. Work Order #204623 | 0.00 | | | 0 | | 0.00 | | 0.00 |
| Engineer... | Phase 1- Topography Surveying & Drainage Analysis and Report | 16,740.00 | 16,740.00 | 100.00% | 0 | 0.00% | 16,740.00 | 100.00% | 0.00 |
| Engineer... | Phase 2- Engineering Design Services | 33,480.00 | 33,480.00 | 100.00% | 0 | 0.00% | 33,480.00 | 100.00% | 0.00 |
| Engineer... | Phase 3- Services during Bidding and Construction | 16,740.00 | 4,185.00 | 25.00% | 0.25 | 25.00% | 16,740.00 | 50.00% | 4,185.00 |

Thank you for your business.

| | |
|---|---|
| **Subtotal** | $4,185.00 |
| **Sales Tax (8.25%)** | $0.00 |
| **Total** | $4,185.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $4,185.00 |

GOOD SERVICES RECEIVED BY: Daniel Muñoz 4-23-13
INVOICE RECEIVED BY: Nancy Pena ON 6-17-13

Pd# 680750

3-1336-421-00-220-042-8-720

2020 E. Expressway 83 Mercedes, Texas 78570 * Phone (956) 565-4637 * Fax: (956) 565-4636

HARLINGEN - MERCEDES - McALLEN

# Guzman & Muñoz Engineering & Surveying Inc.

Invoice # 5062

GMES Project No. P740

Date: 4/23/2013

## Constables Office On-Site & Off-Site

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | 1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE: | | | | | | |
| 1.1 | Project Management and Coordination | BASIC | $2,480.00 | 100% | $2,480.00 | $2,480.00 | $0.00 |
| 1.2 | Survey | BASIC | $4,240.00 | 100% | $4,240.00 | $4,240.00 | $0.00 |
| 1.3 | Establish Baseline Conditions | BASIC | $1,880.00 | 100% | $1,880.00 | $1,880.00 | $0.00 |
| 1.4 | Identify Potential Options | BASIC | $1,500.00 | 100% | $1,500.00 | $1,500.00 | $0.00 |
| 1.5 | Develop Projected Construction Costs | BASIC | $1,160.00 | 100% | $1,160.00 | $1,160.00 | $0.00 |
| 1.6 | Evaluate Options and Prepare Drainage Engineering Report | BASIC | $2,320.00 | 100% | $2,320.00 | $2,320.00 | $0.00 |
| 1.7 | Address Comments and Prepare Final Drainage Engineering Report | BASIC | $3,160.00 | 100% | $3,160.00 | $3,160.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $16,740.00 | 100% | $16,740.00 | $16,740.00 | $0.00 |
| | 2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE: | | | | | | |
| 2.1 | Project Management and Coordination | BASIC | $4,200.00 | 100% | $4,200.00 | $4,200.00 | $0.00 |
| 2.2 | Survey | BASIC | $7,060.00 | 100% | $7,060.00 | $7,060.00 | $0.00 |
| 2.3 | Development of Design Plans | BASIC | $7,730.00 | 100% | $7,730.00 | $7,730.00 | $0.00 |
| 2.4 | Development of Specifications | BASIC | $4,610.00 | 100% | $4,610.00 | $4,610.00 | $0.00 |
| 2.5 | Develop of Projected Construction Costs | BASIC | $4,630.00 | 100% | $4,630.00 | $4,630.00 | $0.00 |
| 2.6 | Preparation of Bidding Documents | BASIC | $5,250.00 | 100% | $5,250.00 | $5,250.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $33,480.00 | 100% | $33,480.00 | $33,480.00 | $0.00 |
| | 3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE | | | | | | |
| 3.1 | Project Management and Coordination | BASIC | $3,390.00 | 100% | $3,390.00 | $3,390.00 | $0.00 |
| 3.2 | Assistance During Bidding | BASIC | $2,270.00 | 100% | $2,270.00 | $795.00 | $1,475.00 |
| 3.3 | Office Services During Construction | BASIC | $2,100.00 | 36% | $750.00 | $0.00 | $750.00 |
| 3.4 | Field Services During Construction | BASIC | $5,340.00 | 37% | $1,960.00 | $0.00 | $1,960.00 |
| 3.5 | Preparation of Record Drawings | BASIC | $3,640.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $16,740.00 | 50% | $8,370.00 | $4,185.00 | $4,185.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$66,960.00** | **87.50%** | **$58,590.00** | **$54,405.00** | **$4,185.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | | **$4,185.00** |

EXHIBIT D

E NGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

## Hidalgo County Precinct 1 New Constables Office On and Off - Site Civil Engineering

| GMES TASK | DESCRIPTION OF WORK TASK | PRINCIPAL HOURS | PROJECT ENGINEER HOURS | PROJECT MANAGER HOURS | EIT HOURS | TECH / CADD HOURS | CLERICAL HOURS | SURVEYOR HOURS | 3 PERSON SURVEY CREW | INSPECTOR HOURS | TOTAL HOURS | TOTAL COST PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 – Topography Surveying & Drainage Analysis and Report | | | | | | | | | | | |
| 1.1 | Project Management and Coordination | 4 | 4 | 3 | 2 | 2 | | 4 | | | 19 | $2,480.00 |
| 1.2 | Survey | | 1 | 2 | | | | 6 | 24 | | 33 | $4,240.00 |
| 1.3 | Establish Baseline Conditions | | 2 | 2 | 4 | 8 | | 2 | | | 18 | $1,880.00 |
| 1.4 | Identify Potential Options | | | 2 | 5 | 8 | | | | | 15 | $1,500.00 |
| 1.5 | Develop Projected Construction Costs | | 1 | 2 | 4 | 4 | | | | | 11 | $1,160.00 |
| 1.6 | Evaluate Options and Prepare Drainage Engineering Report | 1 | 2 | 4 | 8 | 2 | 8 | | | | 25 | $2,320.00 |
| 1.7 | Address Comments and Prepare Final Drainage Engineering Report | | | 4 | 8 | 16 | 8 | | | | 36 | $3,160.00 |
| | | | | | | | | | | | | |
| | TOTAL PRELIMINARY PHASE | 5 | 10 | 19 | 31 | 40 | 16 | 12 | 24 | 0 | 157 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL 1 | $900.00 | $1,200.00 | $2,660.00 | $3,100.00 | $3,600.00 | $720.00 | $1,440.00 | $3,120.00 | $0.00 | | $16,740.00 |
| | 2 - Engineering Design Services | | | | | | | | | | | |
| 2.1 | Project Management and Coordination | 4 | 4 | 8 | 5 | 8 | 4 | 4 | | | 37 | $4,200.00 |
| 2.2 | Survey | 2 | | 2 | | 12 | 2 | 8 | 33 | | 59 | $7,060.00 |
| 2.3 | Development of Design Plans | 2 | 8 | 16 | 12 | 24 | 10 | 3 | | | 75 | $7,730.00 |
| 2.4 | Development of Specifications | 2 | 2 | 8 | 10 | 15 | 12 | | | | 49 | $4,610.00 |
| 2.5 | Develop of Projected Construction Costs | 2 | 4 | 8 | 12 | 12 | 6 | 1 | | | 45 | $4,630.00 |
| 2.6 | Preparation of Bidding Documents | 2 | 8 | 8 | 8 | 16 | 10 | 1 | | | 53 | $5,250.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 14 | 26 | 50 | 47 | 87 | 44 | 17 | 33 | 0 | 318 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL 2 | $2,520.00 | $3,120.00 | $7,000.00 | $4,700.00 | $7,830.00 | $1,980.00 | $2,040.00 | $4,290.00 | $0.00 | | $33,480.00 |
| | 3 – Services during Bidding and Construction | | | | | | | | | | | |
| 3.1 | Project Management and Coordination | 4 | 4 | 4 | 2 | 8 | 2 | 4 | | 2 | 30 | $3,390.00 |
| 3.2 | Assistance During Bidding | 0 | 0 | 2 | 2 | 3 | 1 | | | | 8 | $795.00 |
| 3.3 | Office Services During Construction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | $0.00 |
| 3.4 | Field Services During Construction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 |
| 3.5 | Preparation of Record Drawings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | $0.00 |
| | | | | | | | | | | | | |
| | TOTAL CONSTRUCTION PHASE | 4 | 4 | 6 | 4 | 11 | 3 | 4 | 0 | 2 | 38 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL 3 | $720.00 | $480.00 | $840.00 | $400.00 | $990.00 | $135.00 | $480.00 | $0.00 | $140.00 | | $4,185.00 |
| | | | | | | | | | | | | |
| | TOTAL ENGINEERING BASIC SERVICES LABOR COST | $4,140.00 | $4,800.00 | $10,500.00 | $8,200.00 | $12,420.00 | $2,835.00 | $3,960.00 | $7,410.00 | $140.00 | | $54,405.00 |
| | TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS | $54,405.00 | | | | | | | | | | |
| | | | | | | | | | | | | |
| | TOTAL COST | $54,405.00 | | | | | | | | | | |