AI-39867 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2013 - District Clerk (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 02:07 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Stephanie Palacios Started On: 07/24/2013 12:18 PM

Final Approval Date: 07/25/2013

DATE: July 24, 2013

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	Minor Office Furniture & Equipment	336	Computer Services	$583.50
441	Land & Bldg. Rentals	584	Registration Fees	$160.00
540	Advertisting	584	Registration Fees	$500.00
581	Travel In County	584	Registration Fees	$1,000.00
583	Travel Out Of County	584	Registration Fees	$1,995.00
667	Minor Software	607	Household & Janitorial Suppl	$100.00
661	Minor Office Furniture & Equipment	748	Other Equipment	$1,200.00
604	Medical & Lab Suppl	856	Bank Fees	$1.27
640	Reference Materials	856	Bank Fees	$500.00
661	Minor Office Furniture & Equipment	856	Bank Fees	$449.53
667	Minor Software	856	Bank Fees	$384.76
810	Dues & Memberships	856	Bank Fees	$260.00
831	Court Costs & Investigation	856	Bank Fees	$500.00
			TOTAL	**$7,634.06**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39710 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/16/2013 01:26 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Mike Escaname Started On: 07/15/2013 11:37 AM

Final Approval Date: 07/25/2013

Date: July 15, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-008-3 T.B. CONTROL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-008-3-339	T.B. CONTROL-OTHER PROF SRV	3-1293-441-00-340-008-3-661	T.B. CONTROL-MINOR OFFICE FURNITURE & EQUIPMENT	$ 3,075.00
3-1293-441-00-340-008-3-350	T.B. CONTROL-OTHER SERVICES	3-1293-441-00-340-008-3-661	T.B. CONTROL-MINOR OFFICE FURNITURE & EQUIPMENT	$ 2,000.00
3-1293-441-00-340-008-3-432	T.B. CONTROL-EQUIP&VEH R&M SRV	3-1293-441-00-340-008-3-661	T.B. CONTROL-MINOR OFFICE FURNITURE & EQUIPMENT	$ 6,000.00
3-1293-441-00-340-008-3-745	T.B. CONTROL-COMPUTER EQUIPMENT	3-1293-441-00-340-008-3-601	T.B. CONTROL-OFFICE & COMPUTER SUPPLIES	$ 1,101.50
3-1293-441-00-340-008-3-679	T.B. CONTROL-REPAIR & MAINTENANCE OTHER	3-1293-441-00-340-008-3-601	T.B. CONTROL-OFFICE & COMPUTER SUPPLIES	$ 70.08
			Amount	$12,246.58

Revenue Account
Amount Requested: $ 12,246.58

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39722 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: County Court @ Law #3 (Probate Court)

Submitted By: Janie Alejos, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - County Court @ Law #3 / Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-023-001-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/16/2013 02:46 PM
Obdett Calzada	Obdett Calzada	07/24/2013 09:30 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Janie Alejos Started On: 07/16/2013 08:56 AM

Final Approval Date: 07/25/2013

DATE: July 15, 2013

DEPARTMENT HEAD: Homero Garza

DEPARTMENT NAME: Probate Court (CC#3)

ACCOUNT NUMBER: 023 3-1100-412-00-023-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
3-1100-412-00-023-001-0-890	Probate Crt Other	→	3-1100-412-00-023-001-0-584	Probate Crt Regist. Fees	75.00
3-1100-412-00-023-001-0-890	Probate Crt Other	→	3-1100-412-00-023-001-0-583	Probate Crt Travel-Out of County	1500.00
					1575.00

REASON: Pay Out Standing Travel Expenses for Roland Quintanilla - for C.E. Court Reporters Annual Conventions.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39759 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections (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 7/19/13.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 02:05 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Melanie Esparza Started On: 07/17/2013 04:13 PM

Final Approval Date: 07/25/2013

DATE: July 17, 2013

2013
Transfer

AI- 39759

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept-Office & Computer Suppl	583	Elections Dept-Travel Out of County	$3,000.00
601	Elections Dept-Office & Computer Suppl	584	Elections Dept-Registration Fee	$2,000.00
			TOTAL	$5,000.00

REASON:
Transfer needed to pay for travel expenses.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39745 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/18/13.

Attachments

LIne Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2013 09:51 AM
Budget & Management	Obdett Calzada	07/18/2013 01:59 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Myra Montoya Started On: 07/17/2013 09:46 AM

Final Approval Date: 07/25/2013

DATE: 7/29/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-421-00-280-001-0-	603- EDUCATIONAL & INSTRUCTIONAL SUPPLIES	→	3-1100-421-00-280-001-0-	619- OTHER MISC. SUPPLIES	$810.00
3-1100-421-00-280-001-0-	603- EDUCATIONAL & INSTRUCTIONAL SUPPLIES	→	3-1100-421-00-280-001-0-	668- POLICE WEAPONS & BULLETPROOF VESTS	$3,100.00
3-1100-421-00-280-001-0-	613- SAFETY SUPPLIES	→	3-1100-421-00-280-001-0-	664- OTHER MINOR EQUIPMENT	$1,000.00
3-1100-421-00-280-001-0-	611- POLICE SUPPLIES	→	3-1100-421-00-280-001-0-	664- OTHER MINOR EQUIPMENT	$400.00
	T O T A L				**$5,310.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF SHOCKNIVES, TRAINING RIFLES AND MULTIMEDIA PROJECTORS FOR THE TRAINING ACADEMY.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-39741 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Angie Chapa Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: LAW LIBRARY

Information

CAPTION

2013 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1247-412-50-100-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 07-18-2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 01:58 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Veronica Ortiz Started On: 07/16/2013 04:42 PM

Final Approval Date: 07/25/2013

DATE: July 17, 2013

2013
Transfer

DEPARTMENT HEAD: Angie Chapa

DEPARTMENT NAME: Law Library

ACCOUNT NUMBER: 3-1247-412-50-100-001-0-XXX

Contact Person: Pete Lobato **Ph#:** (956) 318-2260

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**
679	Other R&M Supplies	432	Equip&Veh R&M Srv	$325.00
			TOTAL	**$325.00**

REASON:
Funds needed to cover the cost of Copy overages for rental copier.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-39735 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Jail /Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/19/13.

Attachments

L.I.T.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2013 09:43 AM
Budget & Management	Obdett Calzada	07/18/2013 01:55 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Virginia Rodriguez Started On: 07/16/2013 03:21 PM

Final Approval Date: 07/25/2013

DATE: 7/29/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: 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	ACCOUNT (OBJECT)	AMOUNT
3-1100-423-21-280-002-0-	582-TRANSPORTATION OF DETAINEES	→	3-1100-423-21-280-002-0-	550-PRINTING & BINDING	$4,500.00
3-1100-423-21-280-002-0-	339-OTHER PROFESSIONAL SERVICES	→	3-1100-423-21-280-002-0-	535-POSTAGE	$2,500.00
		→			
		→			
		→			
		→			
		→			
			T O T A L		**$7,000.00**

REASON:

TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-39731 **2013 Intradept. (line item)Transfers** **2. H.**

CC CONSENT

Meeting Date: 07/30/2013

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 7/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 08:35 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Mike Escaname Started On: 07/16/2013 02:49 PM

Final Approval Date: 07/25/2013

Date: July 16, 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
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	3-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURN & EQUIP	$ 1,500.00
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	3-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 3,000.00
			Amount	$ 4,500.00

Revenue Account
Amount Requested: $ 4,500.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39726 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Border Rd Ridge-El Gato (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-063-0-XXX

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

BUDGETARY IMPACT:

Funding Available as of 7/16/2013

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/16/2013 02:47 PM
Manuel Chapa	Manuel Chapa	07/19/2013 09:08 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Carlos Jasso Started On: 07/16/2013 01:17 PM

Final Approval Date: 07/25/2013

DATE: July 16, 2013

2013
Intradepartmental Transfer

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2

AI 39726

ACCOUNT NUMBER: 3-1200-431-00-122-063-0-XXX

Contact Person: Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

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	Roads and Improvements	711	Right of Way	1,866.00
			TOTAL	**1,866.00**

REASON:
To Increase PO# 695270 for two (2) additional appraisal reports for the Border Road project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39868 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2013 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-009-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 01:06 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Esther Cantu Started On: 07/24/2013 12:44 PM

Final Approval Date: 07/25/2013

July 24, 2013

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 3-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for 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
3-1100-412-00-009-001-0-890	OTHER		3-1100-412-00-009-001-583	OUT OF COUNTY TRAVEL	$ 1,572.75
		➔			
		➔			
		➔			
		➔			
		TOTAL			1572.75

REASON:

MONIES NEEDED FOR FUTURE TRAVEL AS NEEDED

_____ **July 24, 2013**

DEPARTMENT HEAD SIGNATURE **Date**

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 1/25/2007

AI-39857 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 CO2006 (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-124-036-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 07/24/13.

742 --> 741 $37,183.00

Attachments

Pct 4 1336 LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 11:49 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Veronica Lopez Started On: 07/24/2013 11:23 AM

Final Approval Date: 07/25/2013

DATE: July 29, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
CO2006- Fund 1336

ACCOUNT NUMBER: 3-1336-431-00-124-036-0-74X

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

2013
Intradepartmental Transfer

AI- 39857

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
742	CO2006-PCT4 Drain Improv Prj- Heavy Equip	741	CO2006- PCT4 - Vehicles	$37,183.00
			TOTAL	**$37,183.00**

REASON:
Transfer needed to cover Pct. 4 2500 Silverado.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39829 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Marcie Jackson,
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 – Pct. #1 Rd & Maintenance (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 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 11:04 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Marcie Jackson Started On: 07/23/2013 02:48 PM

Final Approval Date: 07/25/2013

DATE: July 23, 2013

2013
Transfer

DEPARTMENT HEAD: A.C Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

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

AI-39829 7/30/13

Contact Person: Katia Garcia/Marcie Jackson **Ph#:** (956) 968-8733 Ext. 1022/1021

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	PCT1 RD MAINT-ARCH & ENG SRV	607	PCT1 RD MAINT-HSEHLD & JANITORIAL SU	$ 500.00
			TOTAL	$ 500.00

REASON:
Transfer is needed for future Department expenses.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39813 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. 1 R&B (1200)

BACKGROUND

Funds pending Partial Liquidation of PO 686181.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds pending partial liquidation of PO#686181 currently in the amount of $22,440.

Attachments

LIT

P.O. Cancellation Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/23/2013 03:02 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Katia Garcia Started On: 07/22/2013 10:04 AM

Final Approval Date: 07/25/2013

DATE: July 22, 2013

2013
Transfer

AI-39813

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Rd. Maintenance

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	673	R&B R&M SUPPLIES	$17,500.00
			TOTAL	$17,500.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

PURCHASE ORDER CANCELLATION REQUEST

Cntrl #RMC6

TO: PURCHASING DEPARTMENT
FROM: PAMELA HERNANDEZ
DATE: 7/24/2013

PLEASE BE ADVISED THAT I AM RQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IF (THEY) IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS PREVIOUS INVOICE(S) SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
686181	UNIVERSAL TRUCKERS	$22,440.00	$0.00	$22,440.00	$17,500.00
	NIGP CODE (962-39)				
					$17,500.00

REASON (BRIEFLY EXPLAIN): PARTIAL LIQUIDATION BASED ON ESTIMATED EXPENDITURES

AUTHORIZATION: Katia Garcia — DEPARTMENT HEAD — 7/24/2013 — DATE

APPROVED BY: _____ — PURCHASING DEPARTMENT — _____ — DATE

APPROVED BY: _____ — HIDALGO COUNTY AUDITOR — _____ — DATE

REF: _____

COUNTY AUDITOR'S FORM: SFA-CA-022
REVISED: 10/22/2001

RE

AI-39870 **2013 Intradept. (line item)Transfers 2. N.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct 2 Rd Maint (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in Pct 2 Rd Maint-Other as of 7/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/24/2013 05:17 PM
Budget & Management	Obdett Calzada	07/25/2013 09:15 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Erika Zamora Started On: 07/24/2013 02:04 PM

Final Approval Date: 07/25/2013

DATE: July 30, 2013

2013
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2 Rd Maint

ACCOUNT NUMBER: 3-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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	432	Equip & Veh R&M Srv	7,300.00
890	Other	442	Equip & Vehicle Rentals	100.00
890	Other	540	Advertising	1,000.00
890	Other	622	Electricity	5,000.00
			TOTAL	**13,400.00**

REASON:
To fund operating expenditures through year end.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39865 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, 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?: n

BUDGETARY IMPACT:

Funds available in Pct 2 Adm-Other as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/24/2013 12:52 PM
Budget & Management	Obdett Calzada	07/24/2013 01:05 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Erika Zamora Started On: 07/24/2013 11:54 AM

Final Approval Date: 07/25/2013

DATE: July 30, 2013

2013
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2 Adm

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

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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	336	Computer Services	2,024.01
890	Other	411	Water/Sewerage	850.00
890	Other	412	Cable/Satellite TV	23.00
890	Other	421	Disposal	600.00
890	Other	531	Telephone	150.00
890	Other	607	Hsehld & Janitorial Suppl	900.00
			TOTAL	**4,547.01**

REASON:
To fund operating expenditures through year end.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39573 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 08:56 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Mary Garcia Started On: 07/05/2013 10:41 AM

Final Approval Date: 07/25/2013

DATE: July 23, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0xxx

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:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	671	LDG&OTHER STRUC R&M SUPPL	$60.00
442	EQUIP & VEHICLE RENTALS	780	CAPITAL LEASES	$3,063.00
			TOTAL	$3,123.00

REASON: **Parking sign needed at the San Juan office and Xerox lease renewals.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39874 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 07/30/2013

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-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $1,000 as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 04:03 PM
Obdett Calzada	Obdett Calzada	07/24/2013 04:42 PM
Purchasing Department	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Katia Garcia Started On: 07/24/2013 02:32 PM

Final Approval Date: 07/25/2013

DATE: July 24, 2013

2013
TRANSFER
AI-38666

DEPARTMENT HEAD: Commissioner A.C. Cuellar

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-121-005-0-334	PCT1 RD MAINT-ARCH & ENG SRV	($24.01)
TO		
3-1200-431-00-121-004-0-336	PCT1 ADM-COMPUTER SERVICES	$24.01
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 1 RD MAINT into PCT1 ADM to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39860 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Eustolia Hernandez, J.P. 1, 1

Department: J.P. 1, 1

Information

CAPTION

2013 - JP 1 Pl 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-061-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 04:02 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Eustolia Hernandez Started On: 07/24/2013 11:25 AM

Final Approval Date: 07/25/2013

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: July 24, 2013

DEPARTMENT HEAD: Gilberto Saenz

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 1 - (061)

ACCOUNT NUMBER: 3-1100-412-00-061-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
535	Postage	584	Registration Fees	$250.00
890	Other	584	Regisration Fees	$50.00
601	Office & Computer Supplies	583	Travel	$208.00
			TOTAL	**$508.00**

REASON: Transfer funds to attend Legislative Update in South Padre Island on 8/13,14/2013

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

``````````````
``````````````

AI-39752 **2013 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 Parks (1100):
Approval of 2013 interdepartmental transfer from Parks program no.013 to CRC, program no.050, in the total amount of $500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1100-452-00-121-013-0-671

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

BUDGETARY IMPACT:

Available balance as of 7-24-13 $5,895.49

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 02:03 PM
Manuel Chapa	Manuel Chapa	07/24/2013 09:18 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Marcie Jackson Started On: 07/17/2013 01:55 PM

Final Approval Date: 07/25/2013

DATE: July 17, 2013

DEPARTMENT HEAD: A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1100-452-00-121-013-0-671

CONTACT PERSON: Katia Garcia/Marcie Jackson **PHONE:** (956) 968-8733 Ext. 1022/1021

2013
Interdepartmental Transfer

AI-39752 07/30/13

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:			
3-1100-452-00-121-013-0- 671	PCT1 PARKS	BLDG & OTHER STRUC R&M SUPP	(500.00)
TO:			
3-1100-466-00-121-050-0- 679	PCT1 CRC	OTHER R&M SUPPLIES	500.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer is needed for future Department expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-39770 **2013 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP (1200):
Approval of 2013 interdepartmental transfer from BCAP program no.028 to Pct4 BCAP Hoehn Drive, program no.329, in the total amount of $1,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-125-028-0-334

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

BUDGETARY IMPACT:

Funds available as of 7/24/2013.

Attachments

LIT 7.24.13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 02:07 PM
Obdett Calzada	Obdett Calzada	07/24/2013 09:47 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Marcie Jackson Started On: 07/18/2013 10:56 AM

Final Approval Date: 07/25/2013

DATE: July 18, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

ACCOUNT NUMBER: 3-1200-431-00-12X-XXX-0-X3X

CONTACT PERSON: Marcie Jackson **PHONE:** (956) 787-1891 Ext. 2010

2013
Interdepartmental Transfer

AI-39770 07/30/13

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:			
3-1200-431-00-125-028-0- 334	BCAP	ARCH & ENG SRV	1,200.00
TO:			
3-1200-431-00-124-329-0- 731	PCT4 BCAP HOEHN DRIVE SUBD	ROADS	1,200.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-39886 **2013 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Thomas Rd Project (1200):
Approval of 2013 interdepartmental transfer from Pct 2 Minnesota Rd (I Rd-Huisache) to Pct 2 Thomas Rd in the amount of $30,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-08X-0-XX1

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

BUDGETARY IMPACT:

Funds available in Pct 2 Minnesota Rd (I Rd-Huisache) account as of 7/24/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/24/2013 04:24 PM
Budget & Management	Obdett Calzada	07/24/2013 04:42 PM
Obdett Calzada	Obdett Calzada	07/24/2013 05:01 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Erika Zamora Started On: 07/24/2013 04:13 PM

Final Approval Date: 07/25/2013

DATE: July 30, 2013

DEPARTMENT HEAD: Commissoner Hector Palacios

2013

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct #2 Thomas Rd

ACCOUNT NUMBER: 3-1200-431-00-122-08X-0-XX1

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

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		
3-1200-431-00-122-084-0- 841	Pct 2 Minnesota Rd (I Rd-Huisache) Aid to Govt Agency	(30,000.00)
TO		
3-1200-431-00-122-083-0- 731	Pct 2 Thomas Rd(McColl-Jackson) Roads	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

To fund purchase of materials for Pct 2 Thomas Rd Project.

SIGNATURE

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

AI-39855 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 07/30/2013

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 07-30-13

Pct 1 Water Service Availability 07-30-13

Pct 2 & 4 Cert Plat & Utility Status 07-30-13

Pct 3 Water Service Availability 07-30-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 11:33 AM
Manuel Chapa	Manuel Chapa	07/24/2013 01:29 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Irma Castillo Started On: 07/24/2013 11:17 AM

Final Approval Date: 07/25/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MISAEL CARRAZCO JR.	1-10406
2.	ELIZABETH OLIVAREZ	1-10416
3.	DIOSELINA VELAZQUEZ	1-10383
4.	MARIA TAPIA	1-10361
	COMM. COURT: JULY 30, 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: 1-10406

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: Misael Carrasco JR

Address: 805 E plaza st
Weslaco TX 78596

Phone: (956) 499-3880

Water Supplier: North Alamo water supply

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot 11, Block 3, ~~Phase~~ 3 La Campana Subdivision Elsa, TX.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/29/07);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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: 1-10406

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: Misael Carrasco JR

Address: 805 E Plaza St

Weslaco TX 78596

Phone: (956) 499-3880

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

Lot 11, Block 3, Phase III La Campana Subdivision Elsa, TX

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Misael Carrasco JR
Requesting Party (Signature)

7/24/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10406
Jul. 18, 2013

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

C0740-03-003-0011-00

[1] OWNER: CARRASCO, MISAEL

805 E. PLAZA ST.
WESLACO TX 78596
Telephone No. 533-6142

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,757 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPANA 3 LOT 11 BLK 3

LOCATION: 0 FM 88 & MILE 15 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $140,000

[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:25' SIDES:10'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by _____ Date 7/18/13

Approved by _____ Date 7/15/13

Signature of Owner or Applicant _____ Date 7/16/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 0

Community No.: 480304

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# 134556

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: June 21, 2013

Grantor: JEFFREY D. BELL, as his sole and separate property

Grantor's Mailing Address:

17410 State Hwy 107
Harlingen, Texas 78552
Cameron County

Grantee: MISAEL CARRASCO, JR., a single person

Grantee's Mailing Address:

805 E. Plaza Street
Weslaco, Texas 78596
Hidalgo County

Consideration: Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED FIFTY AND 00/100THS DOLLARS ($155,550.00), of which TWENTY-FIVE THOUSAND AND 00/100THS DOLLARS ($25,000.00) represents payment of the purchase price of the herein described real property and ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED FIFTY AND 00/100THS DOLLARS ($130,550.00) represents funds for the construction of improvements on the herein described real property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to S. DAVID DEANDA, JR., trustee.

Property (including any improvements):

All of Lot 11, Block 3, CAMPANA SUBDIVISION PHASE III, an Addition to the City of Elsa, Hidalgo County, Texas, according to the map recorded in Volume 53, Pages 108 thru 111, 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:

Restrictions dated November 19, 2007, filed November 28, 2007 under Document Number 2007-1830475 and dated April 9, 2008, filed April 9, 2008 under Document Number 2008-1877628, Official Records and Volume 53, Pages 108 thru 111, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Annual maintenance charge and/or current assessments as set forth in instrument dated November 19, 2007, filed November 28, 2007 under Document Number 2007-1830475 and dated April 9, 2008, filed April 9, 2008 under Document Number 2008-1877628, Official Records of Hidalgo County, Texas.

Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Campana Subdivision Phase III, recorded in Volume 53, Pages 108 thru 111, Map Records of Hidalgo County, Texas.

Easements for roadways, canals, drainage ditches, etc., in favor of American Rio Grande Land & Irrigation Company as shown by instrument dated June 10, 1919, recorded in Volume 87, Page 217, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between John Lewie Hoyt and wife, Jewell Ruth Hoyt, as Lessor, and Hale Schaleben, as Lessee, dated August 4, 1955, recorded in Volume 177, Page 275, Oil and Gas Records of Hidalgo County, Texas. Said lease was assigned to Gulf Oil Crop. by instrument dated August 9, 1955, recorded in Volume 177, Page 277, Oil and Gas Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between John Lewie Hoyt and wife, Jewell Ruth, as Lessor, and G.A. Gacke, as Lessee, dated May 6, 1965, recorded in Volume 298, Page 202, Oil and Gas Records of Hidalgo County, Texas. Said lease was assigned to Humble Oil & Refining Co. by instrument dated July 6, 1965, recorded in Volume 304, Page 814, Oil and Gas Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Jimmie M. Hoyt, as Lessor, and Trinity Royalty Company, as Lessee, dated October 29, 1997, filed January 23, 1998 under Document Number 650136, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Katherine Peay Hoyt, as Lessor, and Coastal Oil & Gas USA, L.P., as Lessee, dated December 1, 2000, filed January 31, 2001 under Document Number 939588, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated December 22, 1949, recorded in Volume 677, Page 622, Deed Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated November 1, 2007, filed November 6, 2007 under Document Number 2007-1823979, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.

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

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

Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years.

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

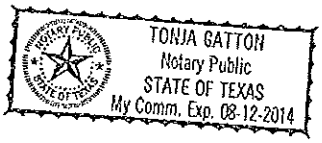
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

JEFFREY D. BELL

STATE OF TEXAS)
COUNTY OF Hidalgo)

This instrument was acknowledged before me on June 26, 2013, by JEFFREY D. BELL.



Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, Texas 78502
File/GF No.: 6790-13/134556vltc

AFTER RECORDING RETURN TO:
MISAEL CARRASCO, JR.
805 E. Plaza Street
Weslaco, Texas 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: 1-10416

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Elizabeth Olivares

Address: 8813 Loma Dr
Donna, Tx 78537

Phone: (956) 961-8630

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rincon De Palmas lot #54,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/11/99);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10416

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

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

PARTY MAKING REQUEST:

Name: Elizabeth Olivares

Address: 8813 Loma Dr

Donna Tx 78537

Phone: (956) 961-8630

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

Rincon De Palmas lot # 54

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Elizabeth Olivares — Requesting Party (Signature)

07/19/13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/29/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10416
Jul. 19, 2013

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

R2846-00-000-0054-00

[1] OWNER: OLIVAREZ, ELIZABETH

8813 LOMA DR
DONNA TX 78537-1749

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: 1,014 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE PALMAS LOT 54

LOCATION: 0 FM 493 & MILE 13 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:50' SIDES:6'
MIN. ELEV. ABOVE TO OF CENTERLINE OF ST. 18"

Prepared by — Date 7/19/13

Approved by — Date 7/10/13

Signature of Owner or Applicant — Date 7/19/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

1084097

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 8, 1999

Grantor: Bob A. Gaston

Grantor's Mailing Address (including county):

3105 S. Bus. 281
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: ELIZABETH OLIVAREZ
First Grantee's Social Security Number: 460-65-5590
Grantee's Home Phone Number: 956-464-1180
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

RR 1 BOX 361-26
DONNA, TEXAS 78537
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 Fourteen Thousand and 00/100 Dollars ($14,000.00), 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 Charles Mann, Trustee.

Property (including any improvements):

> Lot(s) 57, Rincon De Palmas Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 34, Page 94, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. 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, reservations, covenants, conditions, oil and gas leases, mineral severances, 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 discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. 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;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. 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.

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.

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.

Bob A. Gaston

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 8 day of July, 1999, by Bob A. Gaston.

IMELDA ZAVALA
MY COMMISSION EXPIRES
September 18, 1999

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bob A. Gaston
3105 S. Bus. 281
Edinburg, Texas 78539

SALESPERSON: BOB A. GASTON

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

On: May 20,2002 at 11:06A

As a Recording

Document Number: 1004097
Total Fees : 16.00

Receipt Number - 421191
By,
Imelda Leal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10383

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: DIOSELINA VELAZQUEZ

Address: 26383 MEREDITH ST
LA FERIA TX 78559

Phone: 909 968 8742

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: G.P Dioselina V. Cantaña Acres #6 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 2/2/12);

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

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 _____);

_____ _____ 7/11/13
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ 7/11/13
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1 - 10383

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: JOSELINA VELAZQUEZ

Address: 26323 MEREDITH ST
LA FERIA TX 78559

Phone: 909 268 8742

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

LANTANA ACRES #6 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

Joselin Velazquez
Requesting Party (Signature)

7/11/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10383
Jul. 11, 2013

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

L2845-06-000-0027-00

[1] OWNER: DIOSELINA VELASQUEZ

26323 MERETITHS
LA FERIA TX. 78559
Telephone No. 268-8742

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #6 LOT #27

LOCATION: 0 JESUS FLORES & 2812

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 35' SIDES 6'
FINISH FLOOR ELEV

Prepared by — Date: 7-11-13

Approved by — Date: 7-3-13

Signature of Owner or Applicant — Date: 7-11-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

2205963

Date: April 26, 2011

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

Grantee: Dioselina Velasquez

Grantee's Mailing Address (including county):
26323 Meredith St.
La Feria, Texas 78559
Hidalgo County, Texas

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

Property (including any improvements):

Lot(s) 27, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806701. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

e Three Grandes, Ltd., a Texas Limited Partnership

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

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26 day of April, 2011, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

AFTER RECORDING RETURN TO:

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: I-10361

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: Mana Tapia

Address: 502 Huisache Circle
Donna TX 78537

Phone: 472-7000

Water Supplier: G.P NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Piquito De Oro lot # 104 & 105,

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 8/8/82);

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

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Edinburg, Texas 78542
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10361

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

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

PARTY MAKING REQUEST:

Name: Maria Tapia

Address: 512 Huisache Circle
Donna TX 78537

Phone: 472-7000

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

Piquito De Oro lot # 104 & 105

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Tapia
Requesting Party (Signature)

7/24/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/17/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10361
Jul. 3, 2013

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

P6960-00-000-0104-00

[1] OWNER: AMARO, SIMON & SARA
4517 S TROY ST

CHICAGO IL 60632-2946

Telephone No.

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PIQUITO DE ORO LOT 104-105
USING BOTH LOTS

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

Prepared by — Date 7/3/13

Approved by — Date 7/3/13

Signature of Owner or Applicant — Date 7/3/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

GENERAL WARRANTY DEED

Date: June 19, 2013

A true copy of the original
I certify this 27th day
of June, 2013
Phil Harris
PHIL HARRIS

Grantor: SIMON AMARO and wife, SARA AMARO

Grantor's Mailing Address:

SIMON AMARO and SARA AMARO
4517 S. Troy St.
Chicago, Illinois 60632
Cook County

Grantee: MARIA A. TAPIA, a married woman, dealing with separate property

Grantee's Mailing Address:

MARIA A. TAPIA
562 Huisache Circle
Donna, Texas 78537
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot 104, PIQUITO DE ORO, Hidalgo County, Texas, according to Map thereof recorded in Volume 22, Page 124, Map Records of Hidalgo County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. Restrictions as shown on the Map recorded in Volume 22, Page 124, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and

Simon Amaro
SIMON AMARO

Sara Amaro
SARA AMARO

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on June 19, 2013, by SIMON AMARO.

OFFICIAL SEAL
ADRIANA CALVO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/08/15

Adriana Calvo
Notary Public, State of ILLINOIS

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on June 19, 2013, by SARA AMARO.

OFFICIAL SEAL
ADRIANA CALVO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/08/15

Adriana Calvo
Notary Public, State of ILLINOIS

PREPARED IN THE OFFICE OF:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

AFTER RECORDING RETURN TO:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

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

A true copy of the original
I certify this 27th day
of June 2013
Phil Harris
PHIL HARRIS

Date: June 19, 2013

Grantor: LUCIANO AMARO and wife, EVANGELINA AMARO

Grantor's Mailing Address:

LUCIANO AMARO and EVANGELINA AMARO
2231 W. 19th St.
Chicago, Illinois 60608
Hidalgo County

Grantee: MARIA A. TAPIA, a married woman, dealing with separate property

Grantee's Mailing Address:

MARIA A. TAPIA
562 Huisache Circle
Donna, Texas 78537
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot 105, PIQUITO DE ORO, Hidalgo County, Texas, according to Map thereof recorded in Volume 22, Page 124, Map Records of Hidalgo County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. Restrictions as shown on the Map recorded in Volume 22, Page 124, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and

Luciano Amaro
LUCIANO AMARO

Evangelina Amaro
EVANGELINA AMARO

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on June 19, 2013, by LUCIANO AMARO.

OFFICIAL SEAL
ADRIANA CALVO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/08/15

Adriana Calvo
Notary Public, State of ILLINOIS

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on June 19, 2013, by EVANGELINA AMARO.

OFFICIAL SEAL
ADRIANA CALVO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/08/15

Adriana Calvo
Notary Public, State of ILLINOIS

PREPARED IN THE OFFICE OF:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

AFTER RECORDING RETURN TO:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	PRAJEDES ROJAS	1-10415
	COMM. COURT: July 30, 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: 1-10415

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

Upon the application of:

Name: Prudes Reins

Address: P.O. Box 2
Elsa, Tx 78543

Phone: (956) 854-1847

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

C & H Land Lot # 6 1.02 AC. NET.

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

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

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

-OR-

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-10415

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

PRAXEDES F. ROJAS ,

Known to me [*or* proved to me in the oath of DL# 14098900 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

C S HGLN LOT 6 1.02AC NET ."

[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 19, 2013, to certify which, witnesses my hand and seal of office.

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10415
Jul. 19, 2013

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

C0050-00-000-0006-06

[1] OWNER: ROJAS , PRAJEDES FRANK
PO BOX 2
ELSA TX 78543

Telephone No. 854-1847

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,360 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE A

[7] LEGAL DESC./NAME OF SUBDIVISION
C & H LAND E141.81'-W283.62'-S
314.85' LOT 6 1.02AC NET
A-25

LOCATION: 0 17 1/2 N & 6 W

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 40' REAR 15' SIDES 6'
FLOOR ELEV 70.00

Prepared by — Date: 7-14-13

Approved by — Date: 7-17-13

Signature of Owner or Applicant — Date: 7-19-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

2132744

WARRANTY DEED
WITH VENDOR'S LIEN

State of Texas}
{Known All Men by These
County of Hidalgo}

Date: August 25, 2010

Grantor: Jose Jesus Coria

Grantor's Mailing Address:

PO BOX 1616
Elsa, Texas 78543
Hidalgo County

Grantee: Prajedes Frank Rojas

Grantee's Mailing Address:

PO BOX 2
Elsa, Texas 78543
Hidalgo County

Consideration: Ten and no/100($10.00) dollars and other good and valuable consideration.

NOTICE OF CONFIDENTIALY RIGHTS:

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

CHAPTER 11 SEC.11.008

TEXAS PROPERTY CODE
Property (including any improvements):

Tract 2: A tract or parcel of land out of Lot Six (6), C.H. & G. Land Company's Subdivision, Hidalgo County, Texas, more particularly described by metes and bounds as follows:

BEGINNING: At a point within Lot Six (6) located 676.61 feet South and 141.81 East of its Northwest corner;
THENCE: South 00 degree, 42' .30", West a distance of 314.85 feet;
THENCE: South 89 degree 22' East, a distance of 141.81 feet;
THENCE: North 00 degree, 42' .30", East, a distance of 314.85 feet;
THENCE: South 89 degree, 47', West, a distance of 141.81 feet to the **PLACE OF BEGINNING.**

Addendum:

Seller herby sells the following property for $25,000.00 (twenty-five thousand dollars) with a down payment of $10,000.00 (ten thousand dollars) due August 2010, with another down payment of $10,000.00 (ten thousand dollars) due in February 2011, with the unpaid balance of $5,000.00 (five thousand dollars) to be financed at a 10 (ten) percent interest rate. To be paid with 24 equal payments of $230.72 (two hundred dollars and seventy-two cents) each month commencing March 4th, 2011. Buyer will be responsible for the 2010 property taxes and said taxes must be paid on due date.

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

Prajedes Frank Rojas, he

heirs and assigns forever and **he does** hereby bind **himself, his** heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Prajedes Frank Rojas, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. Witness our hands at **Elsa, Texas** this **25th** day **August, 2010.**

Witness at Request of Grantor;

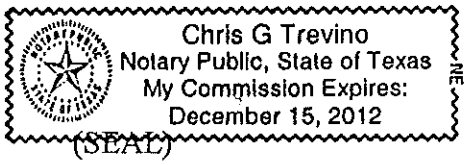
Jose Jesus Coria- Grantor

Prajedes Frank Rojas-Grantee

(ACKNOWLEDGEMENT)

State of Texas }
County of Hidalgo}

This instrument was acknowledgement before me on this the 25
DAY OF August 2010.



(SEAL)

Notary Public for the State of Texas
Notary Public Name: Chris G. Trevino
My Commission Expires: December 15, 2012

SPECIAL WARRANTY DEED

13

Date: October 4, 1993

DOC# 348295

Grantor: JUAN SUAREZ, a Widower

Grantor's Mailing Address (including county): P.O. Box 1949
Elsa, Texas 78543
Hidalgo County, Texas

Grantee: JUAN JOSE SUAREZ

Grantee's Mailing Address (including county): P.O. Box 1630
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: For the love and affection Grantor has and bears unto his son, JUAN JOSE SUAREZ.

Property (including any improvements):

All of Grantor's undivided interest in and to the following tracts of land:

TRACT 1: A tract or parcel of land out of the North 5 acres of the South 10 acres of the North 20 acres of Farm Tract Five Hundred Fifteen (515), WEST TRACT SUBDIVISION, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the Northeast corner of said Farm Tract 515;

THENCE, due South along the East line of said Farm Tract, a distance of 330.00 feet to a point;

THENCE, due West along a line 330.0 feet South of and parallel to the North lkine of said Farm Tract 515; a distance of 742.0 feet to an iron pin, THE POINT OF BEGINNING;

THENCE, continuing due West, a distance of 50.0 feet to a point;

THENCE, due South, a distance of 165.0 feet to a point;

THENCE, due East, a distance of 50.0 feet to a point;

THENCE, due North, a distance of 165.0 feet to the POINT OF BEGINNING, containing an area of 8,250 square feet, according to a survey thereof by George E. Stourton, P.S.

SUBJECT TO: a 30 foot wide access easement over the southern 30 feet thereof.

TRACT 2: A tract or parcel of land out of Lot Six (6), C.H. & G. LAND COMPANY'S SUBDIVISION, Hidalgo County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a point within Lot 6 located 676.61 feet South and 141.81 feet East of its Northwest corner;

THENCE, South 00 deg. 42 min. 30 sec. West, a distance of 314.85 feet;

THENCE, South 89 deg. 22 min. East, a distance of 141.81 feet;

THENCE, North 00 deg. 42 min. 30 sec. East, a distance of 314.85 feet;

THENCE, South 89 deg. 47 min. West, a distance of 141.81 feet to the PLACE OF BEGINNING.

SAVE & EXCEPT all oil, gas and other minerals, or as reserved by prior grantors; and SUBJECT TO: Easements of record, visible easements and map or plat records of Hidalgo County, Texas; and easements, or claims of easements, which are not recorded in the public records.

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

Grantor gives and conveys the Property to Grantee as Grantee's separate property.

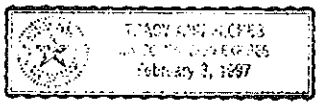
When the context requires, singular nouns and pronouns include the plural.

JUAN SUAREZ

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 7th of October, 1993, by JUAN SUAREZ.



Notary Public, State of Texas

PLEASE CHARGE &
AFTER RECORDING RETURN TO:

Barry Evan Jones
Attorney At Law
134 W. Fifth Street
Weslaco, Texas 78596

PREPARED BY:

Barry Evan Jones
Attorney At Law
134 W. Fifth Street
Weslaco, Texas 78596

File/GF Number: #93-93

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Gabriel Castellanos	4-12580
	COMM. COURT: July 30, 2013	

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12580
7-12-13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	7/18/13

Name: Gabriel Castellanos

Address: 812 San Juanita St
San Juan TX
78589

Phone: (956) 475-25-28

Water Supplier: North Alamo Water supply Corp.

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

Account/ESI No.: 194489-003

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Eldora Ests #2 Lot 116,

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 08-13-02);

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

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

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 Paco Castillo);

Paco Castillo

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-1358

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: Gabriel Castellanos

Address: 812 San Juanita St
San Juan Tx

Phone: (956) 475-25-28 78589

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

Alamo Ntp #2 Blk 110.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Gabriel Castellanos 7-18-13
Requesting Party (Signature) 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:

7-18-13 Mario Cavazos
Date **County Official**

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

I hereby certify that this is a true and correct copy of the original hereof.

A.C.Garcia

Date: **JULY 1, 2013**

Grantor(s): **AURELIO GARZA AND WIFE, GUADALUPE GARZA**

Grantor's Mailing Address: **1210 E. ELDORA**
SAN JUAN, TEXAS 78589
HIDALGO COUNTY

Grantee: **GABRIEL CASTELLANOS AND CLAUDIA INES HERNANDEZ**

Grantee's Mailing Address **812 SAN JUANITA ST.**
SAN JUAN, TEXAS 78589
HIDALGO COUNTY

Consideration:

For the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other valuable consideration to the undersigned paid by the **GRANTEES** herein name the receipt of which is hereby acknowledged and the further consideration of a note of even date that is in the principal amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00)**, and is executed by **GRANTEES**, payable to the order of **GRANTORS.** The lien is secured by a vendor's lien retained in favor of **GRANTOR** in this deed and by a deed of trust of even date from **GRANTEES** to **A. C. GARCIA, as TRUSTEE.**

Property (including improvements, if any);

Lot 116, Eldora Heights Mobile Home Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 41, Pages 111 through 114, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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, and there is also 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.

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, reservations, covenants, conditions, oil and gas leases, mineral severances, 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 discrepancies, conflicts, or shortages an area or boundary lines;**
7. **Any encroachments or overlapping of improvements;**
8. **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;**
9. **Taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership;**
10. **The prior reservation or conveyance of all oil, gas, and other minerals previously or conveyed by any parties having the right to do so;**
11. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease(s) dated November 7, 1984, recorded in Volume 2066, Page 648, and dated December 27, 1986, recorded in Volume 2397, Page 922, both in the Official Records of Hidalgo County, Texas.**
12. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease(s) dated February 16, 1999, recorded as Document Number 764574, and unitized in instrument dated December 11, 1999, recorded in Document Number 888450, both in the Official Records of Hidalgo County, Texas.**
13. **Restrictive covenants recorded as Document Number 1158409 in the Official Records of Hidalgo County, Texas.**
14. **Easement for right of way granted to Hidalgo County Irrigation District No. 2 recorded in Volume 2352, Page 76, Official Records, Hidalgo County, Texas.**
15. **The Minimum floor elevation shall be 18" above the top of curb measured at the front center of each lot.**
16. **Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown on map of Eldora Heights Mobile Home Subdivision, Phase II recorded in Volume 41, Pages 111-114, Map Records of Hidalgo County, Texas.**

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, successor, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warranty and forever defend all and singular this property to Grantee and Grantees' heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to warranty.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT CONCERNING THE CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON THE TITLE AND TAXES TO THIS PROPERTY.

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

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

Aurelio Garza
AURELIO GARZA

Guadalupe Garza
GUADALUPE GARZA

****

(Acknowledgment)

STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 2nd day of **JULY** _____

2013 by **AURELIO GARZA AND WIFE, GUADALUPE GARZA, BOTH.**

NELDA GARCIA
Notary Public, State of Texas
My Commission Expires
October 10, 2013

Nelda Garcia
NOTARY PUBLIC, STATE OF TEXAS

****

AFTER RECORDING RETURN TO:

Law Office of A. C. Garcia
P.O. Box 630
Pharr, Texas 78577

PREPARED IN THE LAW OFFICE OF:

Law Office of A. C. Garcia
P.O. Box 630
125 E. Caffery
Pharr, Texas 78577
Phone: (956) 787-6261
Fax No.: (956) 787-6395

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12580
Jul. 12, 2013

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

E5038-02-000-0116-00

[1] OWNER: CASTELLANOS, GABRIEL & CLAUD
INES HERNANDEZ
812 SAN JUANITA ST.
SAN JUAN, TX 78589-9744
Telephone No. 475-2528

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS M/H PH 2 LOT 11

LOCATION: 0 ELDORA & R. LONGORIA

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 20' SIDE 6' REAR
20' . 18" ABOVE CNTR LINE OF ST

Prepared by — Date: 07/12/13

Approved by — Date: 07/12/13

Signature of Owner or Applicant — Date: 7-12-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0425 C Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____YES ~~____NO~~ ____BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	EMILIA MONTES	3-12276
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: JULY 30, 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: 3-12276
3/19/12

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

Upon the application of:

Name: Emilia Montes c/o Vania Montes

Address: 38313 Circle C 5th. South
La Joya, TX 78560

Phone: (956) 890-5933

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	X Signature Authorized Authorized Signature
Inspection/Permit No:	_____	X3319-1265
Date Approved:	/ /	7/18/13

Water Supplier: Agua SUD

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

Account/ESI No.: 100327894 05022905

[ ] Temporary Pole [X] Permanent Service

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

Homeville C Lot 85

[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 7/22/13
Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 3-12276

3/19/12

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 Emilia Montes,

Known to me [*or* proved to me in the oath of Texas Driver License *or* through IDL# 29133951 (*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: Homeville C Lot 85."

[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."

Emilia Montes (Signature)

SUBSCRIBED AND SWORN TO before me on July 22, 2013, to certify which, witnesses my hand and seal of office.

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from 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.

Date: April 19, 2010

Grantor: Jose Salinas, Jr., a single man

Grantor's Mailing Address (including county): 16340 Giles Rd.
Penitas, Texas 78576
Hidalgo County, Texas

Grantee: Emilia Montes

Grantee's Mailing Address (including county): 911 Blake St.
Mission, Texas 78572
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of $27,000.00 and is executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in favor of Grantor in this deed and by a deed of trust of even date from Grantee to David Crook, Trustee.

Property (including any improvements):

A tract of land out of Lot 85, HOMEVILLE ASSOCIATION SUBDIVISION "C" of Porciones 74 and 75, Hidalgo County, Texas, being the North 139.34 feet of the West 193.34 feet of the East 363.24 feet of Lot 85, containing 0.62 acres of land, more or less, of which the West 25.0 feet and the North 13.34 feet are reserved for road purposes and the East 10.0 feet is reserved for alley easement, according to the map or plat thereof recorded in Volume 6, Page 60, Map Records of Hidalgo County, Texas.

SAVE AND EXCEPT all oil, gas, geothermal, and other minerals in, on, under, or that may be produced from the above described land.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the land herein described.

2. Statutory rights in favor of Hidalgo County Irrigation District No. 6, pursuant to applicable sections of the Texas Water Code.

3. Easements in favor of Hidalgo County Irrigation District No. 6.

4. All leases and options for leases of oil, gas, and other minerals and geophysical permits shown of record in Hidalgo County, Texas, but only to the extent that same are still in effect.

5. Standby fees, taxes and assessments by any taxing authority for the year 2010 and subsequent years.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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 each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Jose Salinas, Jr.

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 19, 2010, by Jose Salinas, Jr.

KATHLEEN E. CARLSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-12-2010

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Emilia Montes
911 Blake St.
Mission, Texas 78572

PREPARED BY:

David Crook, Attorney at Law
100 Savannah Ave., Suite 380
McAllen, Texas 78503

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12276
Mar. 19, 2012

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

H4250-03-000-0085-18

[1] OWNER: MONTES EMILIA

38313 CIRCLE 6 ST. SOUTH
LA JOYA , TX 78595
Telephone No. 635-2003

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
29-RESIDENTIAL MOVE-IN/RELO.BUILD.
[5] SIZE OF STRUCTURE: 64,925 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL-HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
HOMEVILLE C N126'-S252'-E169.
82 LOT 85 TRACT 2 X-25

LOCATION: 0 TOM GILL RD & 5 1/2 ML

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $7,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLYWITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-15' SIDES-6'

Rodolfo R. — Prepared by — 3-19-12 — Date

Beto Garza — Approved by — 3-19-12 — Date

*

X Adelfa Rosales — Signature of Owner or Applicant — X3/19/12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $60.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 48033 K Pct: 3

Community No.: 0275-B

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-39655 **Monthly Fee Reports 5. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk Monthly Fee Report for the Month of June 2013 $669,342.48

BACKGROUND

Attachments

District Clerk June 2013 Fee Monthly Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 09:59 AM
Olga Garza	Olga Garza	07/24/2013 09:09 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Norma Martinez Started On: 07/11/2013 08:29 AM

Final Approval Date: 07/25/2013

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF JUNE 2013

	# OF CASES				
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))					
DIVORCE & FAMILY LAW CASES	# 261	Cases To Report	= $ 11,557.43		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 11,557.43
OTHER THAN DIVORCE/FAMILY	# 1,319	Cases To Report	= $ 65,523.41		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 65,523.41
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 313	Actions To Report	= $ 1,560.04		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 1,440	Actions To Report	= $ 14,266.89		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 15,826.93
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 7	Cases To Report	= $ 259.00		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 1567	Cases To Report	= $ 65,280.55		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 65,539.55
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 2,970.12

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

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 79,260.01		
OTHER CLERK COST (GC51.317-319)	$ 48,059.72	$ 127,319.73	
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,630.48	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 40,502.00	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 646.13	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 1,053.83	
NSF CHECK FEE (LGC 118.141)		$ 60.00	
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -	
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000 $ 171,212.17
INTEREST EARNED FOR THE MONTH OF JUNE 2013			1100-361-11-000-005-0-000 $ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000 $ 174.09
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000 $ 286.28
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000 $ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133 103) @$ 2.50			1100-341-10-090-002-0-000 $ 407.62
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000 $ 2,038.10
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000 $ 2,574.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000 $ 6,773.89
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000 $ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000 $ 28,114.66
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000 $ 1,375.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000 $ 370.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000 $ 8,499.39
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000 $ 3,777.11
SHERIFF FEES (CCP 102.011)	$ 22,771.59		
SHERIFF FEES (HCSO)	$ 4,932.55		1100-342-10-090-001-0-000 $ 27,704.14
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000 $ -
PCT. 2			1100-342-10-292-000-0-000 $ 1,099.32
PCT. 3			1100-342-10-293-000-0-000 $ 2,914.21
PCT. 4			1100-342-10-294-000-0-000 $ 2,927.62
PCT. 5			1100-342-10-295-000-0-000 $ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000 $ 19,475.38
FINES (LGC 113.004)			1200-351-10-090-000-0-000 $ 61,427.62
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000 $ 4,389.22
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000 $ 8,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000 $ 8,504.60
# _____ CIVIL FILINGS X $5.00 =	$ 7,688.84		
# _____ FELON. CONV.X $5.00 =	$ 815.76		
# _____ MISD.CONV. X $3.00 =	$ -		
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000 $ 15,389.88
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000 $ 12,599.45
# _____ CIVIL FILINGS X $5.00 =	$ 8,912.50		
# _____ CRIM CONV. X $22.50 =	$ 3,686.95		
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000 $ 9,258.49
# _____ CIVIL FILINGS X $5.00 =	$ 8,907.40		
# - CRIM FILINGS X $2.50 =	$ 351.09		
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000 $ 20,580.93
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000 $ 70.00
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000 $ 47,647.08
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 6,677.97		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ 190.00		
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -		
MOTHERS AGAINST DRUNK DRIVING	$ -		
WOMEN TOGETHER EMERGENCY SHELTER	$ 100.00		
ESTRELLA'S HOUSE	$ -		
ATTORNEY AD-LITEM	$ -		
SUBTOTAL		$ 6,967.97	
LESS: LAW ENFORCEMENT LAB COSTS		$ (190.00)	
LESS: CRIME STOPPERS		$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING		$ -	
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ (100.00)	
LESS: ESTRELLA'S HOUSE		$ -	
LESS: ATTORNEY AD-LITEM		$ -	
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000 $ 6,677.97

MM 7/3/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF JUNE 2013

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$60.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 20,810.59
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 2.61
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 1.26
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 0.22
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.27
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 6.06
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 65.30
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 590.07
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 25.04
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 6.57
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 747.05
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,381.73
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 560.17
JUDICIAL SUPPORT FEE - **STATE**-(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 715.96
JUDICIAL SUPPORT FEE - **COUNTY**-(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 82.16
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ -
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 2,754.35
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-036-0-000	$ 1,402.36
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 244.21
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 1,841.23
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 408.36
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 445.26
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,044.60
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 209.00
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 313.39
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 669,342.48

TOTAL CASH RECEIVED			$ 680,221.48
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 669,342.48		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 2,146.00		
TOTAL DISBURSEMENTS			$ 671,488.48
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 8,733.00

PROOF:

AMOUNT RECEIVED:	$ 9,089.00
AMOUNT LIQ.:	$ (646.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ 190.00
MOTHERS AGAINST DRUNK DRIVING	$ -
WOMEN TOGETHER EMERGENCY SHELTER	$ 100.00
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 8,733.00

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF JUNE 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	07/05/13	42005	$ 143,247.00	~~0~~ 166300
CIVIL2)	06/28/13	41011	$ 149,490.70	166194
CIVIL3)	07/05/13	42007	$ 123,398.49	~~0~~ 166301
CIVIL4)	07/05/13	42008	$ 115,000.47	~~0~~ 166302
CIVIL5)		0	$ -	0
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	06/24/13	41001	$ 25,255.00	165996
CRM2)	06/24/13	41000	$ 12,045.08	165998
CRM3)	06/24/13	41002	$ 21,214.00	165999
CRM4)	06/24/13	40999	$ 9,335.00	166000
CRM5)	06/24/13	40998	$ 21,443.99	166001
CRM6)	06/28/13	41010	$ 15,134.25	166193
CRM7)	07/08/13	42009	$ 20,853.50	~~0~~ 166349
CRM8)	07/05/13	42006	$ 12,925.00	~~0~~ 166303
CRM9)			$ -	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 669,342.48	

PREPARED BY: V. Dominguez 7/9/13
BOOKKEEPER DATE

REVIEWED BY: Norma D. Mtz 7/3/13
ACCOUNTANT DATE

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

MRB 7/9/2013
INTERNAL AUDIT

Laura Simpson 7/10/13
DISTRICT CLERK SIGNATURE DATE

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

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

AI-39661 **Monthly Fee Reports 5. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office Justice Court Cases Courthouse Plea Bargains Report - May 2013

BACKGROUND

May 2013 - District Attorney's Office Justice Court Cases Courthouse Plea Bargains Report

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

DAJPCT-05-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 10:01 AM
Obdett Calzada	Obdett Calzada	07/24/2013 09:16 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Roy Cazares Started On: 07/11/2013 09:28 AM

Final Approval Date: 07/25/2013

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY JUSTICE COURT CASES
COURTHOUSE PLEA BARGAINS
FOR THE MONTH OF MAY, 2013

MONIES RECEIVED

TOTAL CITATIONS PAID FROM 05/01/13 to 05/31/13	40
Week 1	NO HITS
Week 2	$2,659.00
Week 3	$3,648.00
Week 4	$480.10
Week 5	$3,925.25
Total Collections	**$10,712.35**

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

René Guerra

Hidalgo County Criminal District Attorney

06/18/13

Date

Wednesday, 5/1/13 **Def paid at JP**

Thursday, 5/2/13 **JP 3.2 Pre Trials**

Friday, 5/3/13 **No Hits**

TOTAL WEEK	**$0.00**
Total Month	**$0.00**

Date	Cause #	JP Court	Citation	Amount Paid	Defendant	
Monday, 5/6/13	T11-1450GS	JP 1.1	Speeding	$259.00	Juan Jr. Castaneda Cavazos	
	T11-1449GS	JP 1.1	No D/L	$258.00	Juan Jr. Castaneda Cavazos	
	JP08-09-361	JP 4.2	Speeding	$295.00	Edgar Armando Lozano	online pmt
			TOTAL	**$517.00**		
Tuesday, 5/7/13	T11-0326GS	JP 1.1	Expired MV Ins	$278.00	Luis Fernando Flores	
	T06-1504J1	JP 1.2	No Safety Belt	$271.00	Mayra Gonzalez Salinas	
	E11-03-112	JP 4.1	No D/L	$283.00	Cesar Armando Lopez	
			TOTAL	**$832.00**		
Wednesday, 5/8/13	**No Collections**		**TOTAL**	**$0.00**		
Thursday, 5/9/13	CR10-07264	JP 3.1	Fail to Display D/L	$183.00	Jesus Marez Gomez	
	JP06-05-88	JP 4.2	MIP of Alcohol Bev	$350.00	Anaid Garcia Pacheco	
	T08-1032MO	JP 3.2	No D/L	$249.00	Anaid Garcia Pacheco	
	T10-4296MO	JP 3.2	No D/L	$249.00	Anaid Garcia Pacheco	
	T04-2273MO	JP 3.2	No Insurance	$279.00	Anaid Garcia Pacheco	
			TOTAL	**$1,310.00**		
Friday, 5/10/13	T10-2315J12	JP 1.1	Paid Online N/A	$200.25	Concepcion Renteria	online pmt
	T09-4754GS	JP 1.1	Speeding	$270.00	Brandon Jacon Castro	online pmt
	E11-03-87	JP 4.1	Expired D/L	$283.00	Angela Monique Morato Cerda	online pmt
	CR2026-09-2	JP 2.2	No S/B		John Eugene Fischer	online pmt
	CR2025-09-2	JP 2.2	Fail to MFR		John Eugene Fischer	
	CR-0155-08-2	JP 2.1	No S/B	Paid All online: $592.00	John Eugene Fischer	
			TOTAL	**$0.00**		
			TOTAL WEEK	**$2,659.00**		
			Total Month	**$2,659.00**		

Date	Cause #	JP Court	Citation	Amount Paid	Defendant
Monday, 5/13/13	T07-1488J1	JP 1.2	No INS	$288.00	Reynaldo Manjarez Jr Cantu
	T07-1486J1	JP 1.2	Speeding	$191.00	Reynaldo Manjarez Jr Cantu,
	06-85266-T	JP 5.1	No S/B	$196.00	Joaquin Morales Mireles
	06-85265-T	JP 5.1	Expired D/L	$179.00	Joaquin Morales Mireles
	T12-3134GS	JP 1.1	DWLI	$550.00	Sara Lee Castro
	T12-3133GS	JP 1.1	Speeding	$261.00	Sara Lee Castro
			TOTAL	**$1,665.00**	
Tuesday, 5/14/13	CR-1899-11	JP 2.1	No D/L	$233.00	Gerardo Sanchez Garcia
	E09-10-1370	JP 4.1	No S/B	online pmt $200.00	Jacques Michael Alston
			TOTAL	**$233.00**	
Wednesday, 5/15/13	E10-10-67	JP 4.1	Disregard Stop Sign	$303.00	Juan Ramiro Cardona
	CR-0527-05	JP 2.1	Speeding	$176.00	Dee Rodriguez
	CR09-07321-J31	JP 3.1	Disregard Stop Sign	online pmt $203.00	Isidro Flores Tapia
			TOTAL	**$479.00**	
Thursday, 5/16/13	E10-04-127	JP 4.1	Speeding	$284.00	Jose Enrique Aguilera Coronel
	CR12-0349M	JP 3.2	Disorderly Conduct	$617.00	Rolando Salazar Garcia
	10-100442	JP 5.1	No INS	$242.00	Miguel Vallejo
			TOTAL	**$1,143.00**	
Friday, 5/17/13	T11-4125J12	JP 1.2	Speeding	$128.00	Valentin Gutierrez Maldonado
			TOTAL	**$128.00**	
			TOTAL WEEK	**$3,648.00**	
			Total Month	**$6,307.00**	

Date	Cause #	JP Court	Citation	Amount Paid	Defendant	PID	
Monday, 5/20/13	CR-4294-11	JP 2.1	No S/B	$200.10	Eduardo Urbina Martinez	851891	
online pmt	CR-10-03514-J31	JP 3.1	No D/L	$183.00	Sarah Candanoza	1085962	
			TOTAL	**$200.10**			
Tuesday, 5/21/13	T12-3362GS	JP 1.1	Speeding	$273.00	Carlos Alfredo Pena	1180659	online
			TOTAL	**$0.00**			
Wednesday, 5/22/13	**No hits**						
Thursday, 5/23/13	E09-05-1669	JP 4.1	Speeding	online pmt $ 258.00	Timothy Escobedo Hernadez	979540	
	E11-03-836	JP 4.1	Speeding	$280.00	Carlos Rodriguez Lopez	1331128	
			TOTAL	**$280.00**			
Friday, 5/24/13	at JP 4.1						
			TOTAL WEEK	**$480.10**			
			Actual Total	**$6,787.10**			

Date	Cause #	JP Court	Citation	Amount Paid	Defendant	PID
Monday, 5/27/13	**Holiday**					
Tuesday, 5/28/13	E06-07-375	JP 4.1	No D/L	$254.00	Gabriel Rodriguez	1060481
	T11-2949GS	JP 1.1	No D/L	$258.00	Jason Escobedo	1226428
	E08-02-100	JP 4.1	Expired registration	$258.00	Jesus Jr. Barajas	318709
			TOTAL	**$770.00**		
Wednesday, 5/29/13	T04-2155M0	JP 3.2	No D/L	$172.00	Aleyda Zuniga Villareal	891671
	E06-11-85	JP 4.1	Turn When Unsafe	$326.00	Juan Josue Arriaga Ramos	912396
	T08-0239J12	JP 1.2	No D/L	online $179.00	Jose Manuel Martinez	1212250
	CR-9564-06-3	JP 3.1	Disregard Stop Sign	online $199.00	Mario Abel Guerra	1062791
			TOTAL	**$498.00**		
Thursday, 5/30/13	JP06-08-59	JP 4.2	No D/L	$279.00	Joaquin Morales Mireles	560994
	CR-5649-07	JP 2.1	No D/L	$229.00	Joaquin Morales Mireles	560994
	CR-5650-07	JP 2.1	No Seat Belt	$196.00	Joaquin Morales Mireles	560994
	CR-5646-07	JP 2.1	No Insurance	$338.00	Joaquin Morales Mireles	560994
	CR6040-11	JP 2.2	Speeding	$307.00	Julio Ibarra	1119890
	T09-1255GS	JP 1.1	Speeding	$273.00	Maxine Beatrice Carr	974953
	E11-02-455	JP 4.1	No Insurance	$292.00	Jaime Valente Pina	1324500
	T00-8748M0	JP 3.2	Speeding	$160.25	Joe M. Alvarez III	1013995
	T10-0708GS	JP 1.1	Speeding	online $255.00	Arnoldo II Martinez	1266750
			TOTAL	**$2,074.25**		
Friday, 5/31/13	CR6041-11	JP 2.2	No D/L	$283.00	Julio Ibarra	1119890
	T10-6156GS	JP 1.1	Speeding	$300.00	Roy Michael Pena	1312300
			TOTAL	**$583.00**		
			TOTAL WEEK	**$3,925.25**		
			Total Month	**$10,712.35**		

AI-39657 **Monthly Fee Reports 5. C.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - Checks Monthly Fee Report - Revised May 2013

BACKGROUND

May 2013 - District Attorney's Office - Checks Monthly Fee Report

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

DAHCRPT-05-2013rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 09:59 AM
Obdett Calzada	Obdett Calzada	07/24/2013 09:14 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Roy Cazares Started On: 07/11/2013 09:19 AM

Final Approval Date: 07/25/2013

Revised

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED May 31, 2013

MONIES RECEIVED

BEGINNING RECEIPT #	97041	ENDING RECEIPT #	97337

TOTAL RECEIPTS FOR THIS MONTH:	297
TOTAL RECEIPTS VOIDED THIS MONTH:	1

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$161,429.34
Court Costs Collected This Month	*CCP Art. 102.0071*	16,081.75
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	13,210.82
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	4,095.00
Overpayments/Refunds for This Month		3,703.27
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$198,520.18

DISBURSEMENTS

BEGINNING CHECK #	189959	ENDING CHECK #	190195

TOTAL CHECKS FOR THIS MONTH:	237
TOTAL CHECKS VOIDED THIS MONTH:	5

Restitution Disbursed This Month	$161,510.16
Court Costs Disbursed This Month	16,081.75
Processing Fees Disbursed- County Treasurer	13,210.82
Merchant Fees Disbursed This Month	4,095.00
Refunds of Overpayments to Defendants	3,622.45
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$198,520.18

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

René Guerra — Hidalgo County Criminal District Attorney — 6-18-13 — Date

Prepared By — 6-18-13 — Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-39659 **Monthly Fee Reports 5. D.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - Checks Monthly Fees Report - June 2013

BACKGROUND

June 2013 - District Attorney's Office - Checks Monthly Fees Report

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

DAHCRPT-06-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 10:00 AM
Manuel Chapa	Manuel Chapa	07/24/2013 09:54 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Roy Cazares Started On: 07/11/2013 09:24 AM

Final Approval Date: 07/25/2013

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED June 28, 2013

COPY

MONIES RECEIVED

BEGINNING RECEIPT #	97338	ENDING RECEIPT #	97590

TOTAL RECEIPTS FOR THIS MONTH:	253
TOTAL RECEIPTS VOIDED THIS MONTH:	2

Restitution Collected This Month *PC Ch. 32.41 (e)*	$159,210.91
Court Costs Collected This Month *CCP Art. 102.0071*	13,109.00
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	10,883.11
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	3,475.00
Overpayments/Refunds for This Month	629.30
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$187,307.32

DISBURSEMENTS

BEGINNING CHECK #	190196	ENDING CHECK #	190399

TOTAL CHECKS FOR THIS MONTH:	204
TOTAL CHECKS VOIDED THIS MONTH:	3

Restitution Disbursed This Month	$159,223.94
Court Costs Disbursed This Month	13,109.00
Processing Fees Disbursed- County Treasurer	10,883.11
Merchant Fees Disbursed This Month	3,475.00
Refunds of Overpayments to Defendants	616.27
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	5,960.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$193,267.32

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 7-2-13

Prepared By — Date: 7-2-13

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-39711 **Right of Way 6. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Kinder Morgan Tejas Pipeline LLC:
Open cut approximately 2 miles going East and West on Jara Chinas Road off of Exwy 83. Hidalgo County, Texas.

BACKGROUND

Attachments

Kinder MorganTejas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 01:53 PM
Olga Garza	Olga Garza	07/24/2013 08:53 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Rebecca Gomez Started On: 07/15/2013 12:19 PM

Final Approval Date: 07/25/2013

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 30th day of July, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

Kinder Morgan Tejas Pipeline LLC hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 16 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:

- Open cut approximately 2 miles going East and West on Jara Chinas Road off of Exwy 83. Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 16" 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-39824 **Right of Way 6. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Agua Special Utility District:
Agua SUD proposes to install 38 waterline bores, of 1" waterlines with 2" PVC casings, 30 ft. across Minnesota Road in Mission, Texas, from 5 Mile Line Road to 7 Mile Line Road.

BACKGROUND

Attachments

Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/23/2013 03:05 PM
Olga Garza	Olga Garza	07/24/2013 08:57 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Rebecca Gomez Started On: 07/23/2013 10:46 AM

Final Approval Date: 07/25/2013

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 30th day of July, 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 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 38 waterline bores, of 1"waterlines with 2" PVC casings, 30 ft across Minnesota Road in Mission, Texas, from 5 Mile Line Road to 7 Mile Line Road.

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-39835 **Tax Refunds 7. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account #	Payer	Amount
B3725.00.000.0008.00	Shin Holdings LLC	$5,061.62

BACKGROUND

Attachments

Shin

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/24/2013 08:57 AM
Olga Garza	Olga Garza	07/24/2013 09:27 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

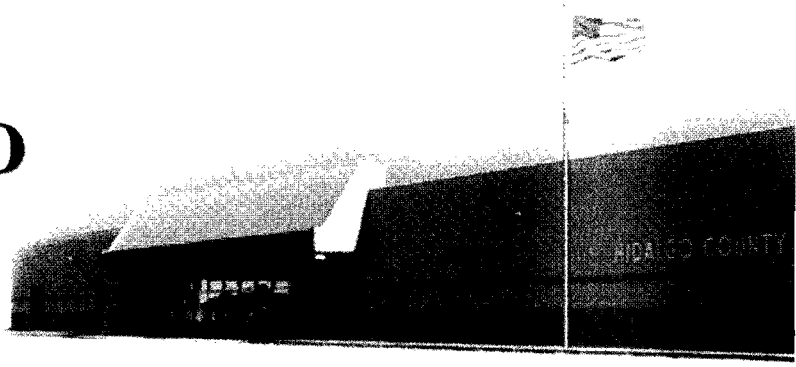
Form Started By: Judy Newton Started On: 07/23/2013 04:06 PM

Final Approval Date: 07/25/2013

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

July 22, 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

jn

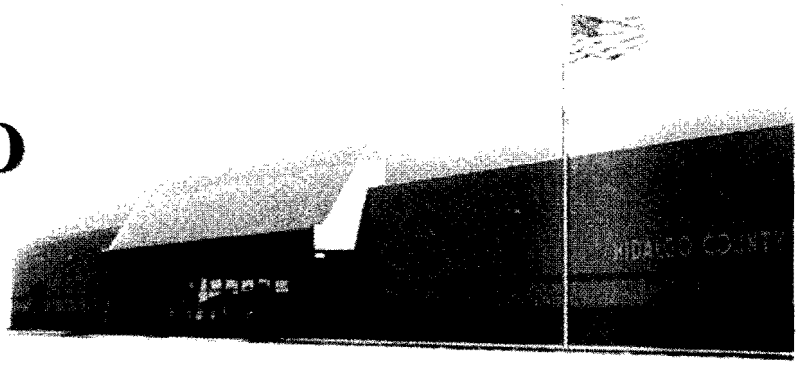
Enclosure

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
B3725.00.000.0008.00	Shin Holdings LLC	$5,061.62

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SHIN HOLDINGS LLC

Present mailing address *(number and street)*
5200 SANTA MARIA AVE

City, town or post office, state, ZIP code
LAREDO, TX 78041

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BOTELO INDUSTRIAL PARK LOT 8

Step 2: Describe the property

Address or location of property:

546696

Account number of property:

B3725.00.000.0008.00

Tax receipt number:

OR 23631627

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	2008	01/31 / 2009	$ 10,461.62	$ 5,061.62
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5,061.62

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 51

COURT ORDER # C-0412-12-A

NR

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: 7-22-13

sign here — Authorized officer

Date 7/22/13

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 7-19-13

7/19

AI-39744 **Tax Refunds 7. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
I4045.00.000.0003.00	El Paraiso Apartments LLC	$2,924.46

BACKGROUND

Attachments

ComCourt07302013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 01:59 PM
Olga Garza	Olga Garza	07/18/2013 02:16 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

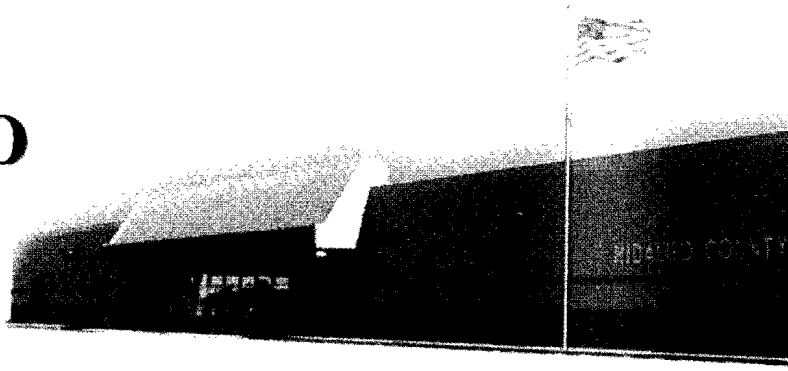
Form Started By: Norma Briones Started On: 07/17/2013 08:50 AM

Final Approval Date: 07/25/2013

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

July 17, 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

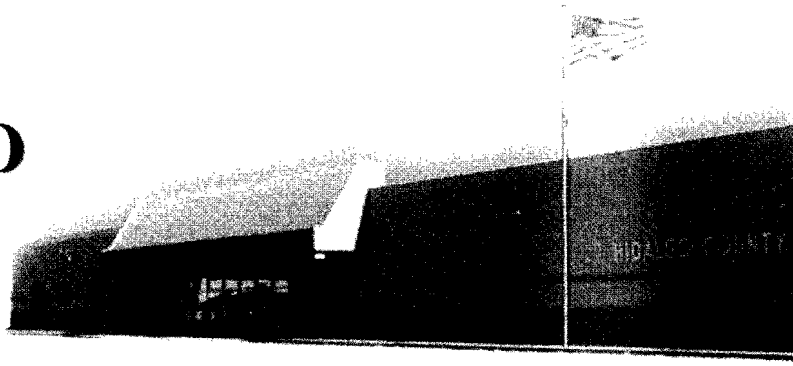
Enclosure

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
I4045.00.000.0003.00	El Paraiso Appartments llc	$2,924.46

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
EL PARAISO APARTMENTS LLC

Present mailing address *(number and street)*
P O BOX 612

City, town or post office, state, ZIP code	Phone *(area code and number)*
GARCIASVILLE, TX 78547	

Legal description (or attach copy of the tax bill or tax receipt): INSPIRATION HEIGHTS LOT 3 & 4

Step 2: Describe the property

Address or location of property: MAIN AVE 1.8164 ACRES

197598

Account number of property: I4045.00.000.0003.00 OR Tax receipt number: 21463109/21623497/21690523

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. CITY OF ALTON	2012	11-09 / 2012	$ 6117.13	$ 1109.96
2. CITY OF ALTON	2012	11-30 / 2012	$ 5000.00	$ 907.25
3. CITY OF ALTON	2012	11-30 / 2012	$ 5000.00	$ 907.25
4.		/	$	$
5. TOTAL		/	$	$ 2924.46

Taxpayer's reason for refund *(attach supporting documentation)*: SUPPLEMENT 8 - VALUE DECREASE

JN

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

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: RM 7-1-13

sign here — Authorized officer | Date 7/14/13

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 5-8-13

AI-39905 **Comm. Court Executive Office 8. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #129356

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Monica Badillo Started On: 07/25/2013 02:50 PM

Final Approval Date: 07/25/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee 129356

Participant Name [redacted] uzman, [redacted]

Address [redacted] Cutter, T [redacted]

Social Security No [redacted] **Daytime Phone No** [redacted] 7

SECTION I – Hard

I understand that this [redacted] e to financial hardsh [redacted] the withdrawal is nec [redacted] eavy financial need [redacted] distributions, other tha [redacted] lship, and all other r [redacted] me under the Plan, a [redacted] y the Company. I [redacted] taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 7/25/13

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-39677 **Membership Dues 9. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:

Requesting approval to pay the 2013 (ASPA) American Society For Public Administration membership fees in the amount of $85.00 for Mrs. Annette Muñiz with the authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

The ASPA for public administration is the largest and most prominent professional association for public administration. It is dedicated to advancing the art, science, teaching and practice of public and non-profit administration. It's four core values are accountability and performance, professionalism, ethics and social equity.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through Requisition #240027.

Attachments

ASPA Invoice

ASPA Affidavit

About ASPA

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/16/2013 01:21 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Sandra Solis Started On: 07/11/2013 03:46 PM

Final Approval Date: 07/25/2013

AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION

Advancing excellence in public service . . .

ASPA
American Society for Public Administration

Membership Renewal Invoice

Second Notice 'Save on postage and time!' Renew your membership online today at **www.aspanet.org**! You will need your user login **96440** and the password you created. If you did not create your own password, use your ASPA ID number **96440** followed by your first and last initials of your name as your default password. Click [**Join\Rejoin ASPA Today**] located below your name and follow the steps. **If you experience any problems contact us at info@aspanet.org**.

ASPA ID No. 96440

Annette C. Muniz
Hidalgo County Clerk's Ofc.
100 E Cano St Fl 2
Edinburg, TX 78539-4582

Past Due After 7/31/2013

PLEASE INDICATE ANY CHANGES BELOW.

Work: (956) 330-3113

Home: (956) 318-2119

E-mail: acmuniz23@yahoo.com

Fax:

Toll Free:

Membership Fees

PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY:	
Certified Public Manager	***$75.00***
CHAPT/137-RGV	***Included***
23-SPMP	***$10.00***

To see a full list of ASPA's Membership Categories, see the reverse side.

Total Current Fees $ 85.00

Optional Fees

SECTION FEES

Section membership is in addition to ASPA membership fees. Sections and fees are listed on the back of this form.

Section(s) Code(s) _____

Total Section Fees $ _____

ADDITIONAL CHAPTER FEES

Chapter membership in addition to the one free provided by ASPA incur a $6 fee. Additional Chapters are listed on the back of this form.

Additional Chapter(s) _____

Total Chapter Fees $ _____

POSTAGE

❒ Canada/Mexico *PA TIMES*	$25.00
❒ International Air *PA TIMES*	$70.00
❒ First Class Domestic *PA TIMES*	$15.00

ASPA ENDOWMENT

❒ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION

❒ Individual contributions are tax deductible $ _____

❒ New Professionals Fund Contribution $ _____

❒ I have read and agree with ASPA's revised Code of Ethics. To view the new code of ethics, please visit www.aspanet.org.

❒ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Member ID# 96440

Dues must be prepaid. Send completed renewal form and payment to: ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 85.00

☑ Check payable to ASPA ❒ Mastercard ❒ VISA ❒ American Express

Payable in U.S. Dollars drawn on a U.S. Bank

Name on Credit Card _____ Card Number _____

Expiration Date _____

Signature _____

Renew Online Today!
www.aspanet.org

(202) 393-7878 p • 202-638-4952 f • info@aspanet.org
ASPA • 1301 Pennsylvania Ave. NW, Ste. 700, Washington, DC 20004

RENEW 06/13

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, Annette Muñiz, do hereby state that membership in the (ASPA) American Association For Public Administration, 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: July 10, 2013
TITLE: Chief Deputy

Before me Sandra Solis, a Notary Public, appeared Annette Muñiz, 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)

_____
DEPUTY CLERK 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

Capella University

Start your MPA as early as July 8 and get a $2,000 GRANT

LEARN MORE

American Society for Public Administration

Advancing excellence in public service since 1939

ABOUT ASPA

The American Society for Public Administration is the largest and most prominent professional association for public administration. It is dedicated to advancing the art, science, teaching and practice of public and non-profit administration. ASPA's four core values are Accountability and Performance, Professionalism, Ethics and Social Equity.

Professionalism is promoted through chapters and sections. Members have an opportunity to advance their careers by becoming involved in their local public administration community. Additionally, members gain exposure to major public service issues by joining ASPA's 21 sections. These sections focus on finance, budgeting, human resources, health and human services, ethics and more. Sections provide additional networking opportunities through conferences and other professional development activities. They also have a variety of award and scholarship opportunities.

ASPA's Center for Accountability and Performance (CAP) addresses the requirement for all levels of government to move to performance-based, results-driven management, through education, training, advocacy, technical assistance, resource sharing and research.

Additionally, ASPA provides three publications for its members. The *PA TIMES* is a monthly newspaper that focuses on issues in public management and the best practices in the field of public administration. The Bridge is ASPA's biweekly newsletter that details the organization's latest news as well as current news in the public service field. The *Public Administration Review* (PAR) is ASPA's premier publication. It is a bimonthly scholarly journal that links theory and public management practice together.

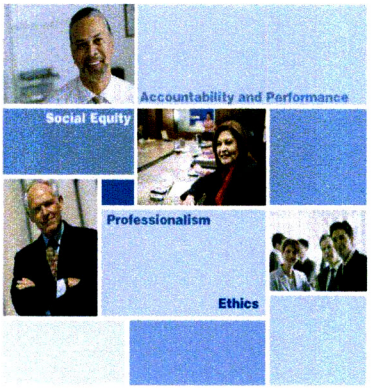
ASPA promotes ethics and integrity in public service and governance worldwide. ASPA has a Code of Ethics in which it implores it members to adhere to while working in the field of public service. Also, through membership in ASPA's Section on Ethics, members can access a variety of resources including the leading ethics journal in the field, Public Integrity, and Ethics Today, an award-winning electronic newsletter.

OUR MISSION

ASPA is the leading interdisciplinary public service organization that:

- Advances the art, science, teaching, and practice of public and non-profit administration.
- Promotes the value of joining and elevating the public service profession.
- Builds bridges among all who pursue public purposes at home and internationally .
- Provides networking and professional development opportunities to those committed to public service values.
- Achieves innovative solutions to the challenges of governance.
-

ASPA American Society for Public Administration
Advancing excellence in public service



BOARD FOR FINANCIAL SUSTAINABILITY

ASPA's Board for Financial Sustainability (BFS) develops ASPA's capacity to plan and sustain non-dues sources of revenue that reflect the values and needs of ASPA members and those engaged in public service.

ASPA promotes dialogue on social equity issues in all areas of public service such as public budgeting, government hiring practices, diversity in academia and others. Additionally, each year at the national conference, ASPA hosts the Gloria Hobson Nordin Social Equity Award Luncheon where it honors a public administrator who has distinguished him or herself in achieving fairness, justice and equity in government.

ASPA ENDOWMENT

The ASPA Endowment serves as the charitable foundation of the Society. It was founded to support scholarly and innovative projects that enhance and promote public administration.

- To promote scholarly inquiry and discussion concerning public administration.
-
-
- To sponsor and stimulate research and publication on matters relating to public administration.
- To sponsor other activities designed to improve the art and science of public administration.
-

BOARD MEMBERS

Marc Holzer - Chair

Antoinette Samuel - ASPA Executive Director

Enid Beaumont

Cheryle A. Broom

Patricia S. Florestano

Naomi B. Lynn

Paul Posner

Jack H. Knott, PhD

Vision

To enhance the revenue base of ASPA to provide: services and programs for ASPA members who practice, teach and study public and non-profit administration and momentum to the development of ASPA as the premier professional organization for public and non-profit administration.

Strategic Goals

1. To enhance the growth and financial security of ASPA.
2. To provide services in support of current and future ASPA members.
3. To develop programs which are complementary to ASPA members' values, ASPA's tax status, and to the workload of ASPA staff.
4. To develop a portfolio of affinity programs which are attractive to ASPA members, provide a good return on investment of financial and non-financial resources, and serve as an incentive for individuals to join the Society.

© 2012 ASPA, all rights reserved.
The American Society for Public Administration
1301 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004 • Telephone: 202-393-7878 • Fax: 202-638-4952 • E-mail: info@aspanet.org

Requisition

Req # 00240027

PO #

Date: 07/11/13

Bill To: x
x

Vendor : 379034
AMERICAN SOCIETY FOR PUBLIC ADM.
1301 PENNSYLVANIA AVE., N.W., STE 840
WASHINGTON DC 20004
FAX (202)638-4952

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TO PAY FOR ANNETTE C.MUNIZ MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION MEMBER ID# 96440	85.00	85.00
		Account No	Encumbrance	
		3-1100-415-40-180-001-0-810	85.00	
			Freight	.00
			Total	85.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-39746 **Membership Dues 9. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriffs Dept.:
Requesting approval to pay 2013 membership dues for Commander Daniel Garcia & Lt. Jose R. Vasquez to the Texas Jail Association for the total amount of $30.00 each with requisition # 240269, with the authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Texas Jail Association main objective is to provide a distinct and unified voice for correctional officers working in local jails. TJA's membership is comprised of Jail Administrators, Correctional Officers, Sheriffs, Support Staff, and other interested parties of the corrections profession in Texas.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available through Requisition #240269.

Attachments

Affidavits
membership options

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2013 10:45 AM
Budget & Management	Obdett Calzada	07/18/2013 02:00 PM
Purchasing Department	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Virginia Rodriguez Started On: 07/17/2013 09:48 AM

Final Approval Date: 07/25/2013

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE R. VASQUEZ, do hereby state that membership in the TEXAS JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TEXAS JAIL ASSOCIATION is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 7-17-2013
TITLE: LIEUTENANT

Before me VIRGINIA RODRIGUEZ, a Notary Public, appeared JOSE R. VASQUEZ, 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)

VIRGINIA RODRIGUEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3/8/16

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, DANIEL GARCIA, do hereby state that membership in the TEXAS JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TEXAS JAIL ASSOCIATION is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 7-17-2013
TITLE: COMMANDER

Before me VIRGINIA RODRIGUEZ, a Notary Public, appeared DANIEL 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)

VIRGINIA RODRIGUEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3/8/16

_____
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

rosie

From: Emelia Suarez [emelia.suarez@auditor.co.hidalgo.tx.us]
Sent: Tuesday, July 16, 2013 11:20 AM
To: 'rosie'
Subject: Membership

Good Morning Ms Rosie,
Was going over Mr Daniel Garcia and Jose R Vasquez registration to attend 2013 Jail Management Issues Conference in Galveston on 8/25-29/13, but noticed that it also has a membership charge included in the payment. I called the conference to confirm this in fact was a fee for membership. I was notified that there is a membership fee of $30.00 for each employee. Was the membership fee place thru court? If so would you please let me know when it was. If not, it needs to be placed thru court and I also need a membership affidavit in order to process this request. Would you please let me know.

Thank you,
Emily Suarez
Hidalgo County Auditor's Office
A/P Specialist
956-318-2511 ex 4632

Please refrain from printing this email unless it's absolutely necessary. Go Green!

TEXAS JAIL ASSOCIATION
Correctional Management Institute of Texas
Sam Houston State University
Huntsville, TX 77341-2296

INVOICE

Scott Simonton, *President*
Palo Pinto County
940.659.3593
deputysimonton@yahoo.com

Steve Fisher, *1st Vice President*
Walker County
936.435.2400
sfisher@co.walker.tx.us

Kim Howell, *2nd Vice President*
Lubbock County
806.775.7005
khowell@co.lubbock.tx.us

Joey Mullins, *3rd Vice President*
Angelina County
936.634.2724
jmullins@angelinacounty.net

Michael Starkey, *Past President*
Henderson County
903.675.9275
mstarkey@co.henderson.tx.us

Jennifer Matejicek, *Secretary*
Grimes County
936.873.6402
jmatejicek@co.grimes.tx.us

Carla Stone, *Treasurer*
Kaufman County
972.932.9736
chiefstone@kaufmancounty.net

Todd Allen, *Director*
Tom Green County
325.659.6599
todd.allen@tomgreencountytx.gov

David Burrous, *Director*
Hardin County
409.246.5246
david.burrous@co.hardin.tx.us

Bill Jennings, *Director*
Gregg County
903.236.8400
wjennings@co.gregg.tx.us

Shane Poole, *Director*
Travis County
512.854.5326
shane.poole@co.travis.tx.us

Byron Shelton, *Director*
Bell County
254.933.5451
byron.shelton@co.bell.tx.us

Jennifer Stephens, *Director*
KaufmanCounty
972.932.9737
sgtstephens@kaufmanso.com

Sheriff Bryan Walls
Ex-officio Sheriff Member
Young County
940.549.1555
b.walls@youngcounty.org

Mo Mascorro
Ex-officio Vendor Member
Infinity Networks
512.963.2330
momascorro@infnitynetworks.biz

Chris Medley
Ex-officio Vendor Member
Bob Barker Company
469.450.7558
chrismedley@bobbarker.com

Jerry Baker, *Chaplain*
Houston County
936.544.2862
hcso51@yahoo.com

Carmella Jones, *Historian*
Armstrong County Sheriff - retired
512.917.1017
cj@carmellajones.com

Brent Phillips, *Sergeant-at-Arms*
Polk County
936.327.6822
dbrentphillips@hotmail.com

Billy Bryan, *Parliamentarian*
Bell County - retired
254.780.0288
wjb@vvm.com

Sharese Hurst, *Executive Director*
Correctional Management Institute of Texas
936.294.1687
sharese@shsu.edu

DATE: May 20, 2013

Hidalgo County Sheriff's Office
ATTN:Accounts Payable
PO Box 1228
Edinburg, TX 78540

Jail Management Issues
San Luis Resort, Spa,
& Conference Center
Galveston, Texas
August 26-29, 2013.

Conference Registration and Membership: *Belinda Madrigal* → replaced by Jose R. Vasquez *Daniel Garcia*	2	205.00	410.00
		TOTAL OWED	$ 410.00

Please notify us of any changes to those persons attending should you have any.

If you have any questions, please call
Sharese Hurst at (936) 294-1687. Thank you.

Please make check payable to Texas Jail Association.
The check can be mailed to the following address:
Texas Jail Association
Sam Houston State University
George Beto Criminal Justice Center
Huntsville, Texas 77341-2296

- Cancellations must be *made in writing* and received by the Correctional Management Institute of Texas at Sam Houston State University no later than August 12, 2013, in order for a full refund.
- The Correctional Management Institute of Texas reserves the right to retain or collect fees in full for those who fail to cancel prior to the conference or for those who fail to attend.

Membership Options

Professional Member
(voting member: $30)

- Personnel working at or in support of a Texas county jail as defined by the Texas Commission on Jail Standards.

Associate Member
(voting member: $30)

- Active or retired law enforcement personnel, including federal, state, and local entities working with or in support of Texas county or city jails.

Affiliate Member
(non-voting member: $50)

- A person interested in the operation and administration of Texas jails as approved by the Texas Jail Association.

Business Member
(non-voting member: $100)

- Any business desiring to show support to the Texas Jail Association's efforts and goals.

Lifetime Member
(voting member: $300)

- Any member who has elected to purchase a membership equivalent to (10) years of the annual dues based on the current Fee Schedule in one lump sum.

Contact TJA
Sign up to receive emails from TJA

Sam Houston State University | A Member of The Texas State University System

TJA

Texas Jail Association

Sam Houston State University

Skip to content

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  - Committees
  - Past Presidents
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  - Join/Pay Online
- Upcoming Conferences
  - 27th Annual
  - 2013 JMI
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Current Members (updated 5/31/2013)

Membership Benefits

- Training Conference with the latest national, state, and local corrections information;
- A newsletter covering important issues and developments in the correctional industry;
- Regional training and development seminars;
- Opportunities to share ideas and network with others in the corrections profession, and
- State Legislative updates and input.

Now you can join and pay online!

AI-39729 **Urban County 10. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Mercedes and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF FPROPERTY
Ruben & Gloria P. Garcia Deferred Loan – Elderly Reconstruction	ME #50-12-01	Mercedes Precinct #1	HOME 2012	Lot 8, Block 5, Garden Park Addition to the City of Mercedes, Hidalgo County Texas.
Lydia S. Lopez Deferred Loan – Elderly Reconstruction	SJ #75-12-01	San Juan Precinct #2	HOME 2012	Lot 15, Ebony Subdivision, adjacent to the City of San Juan, Hidalgo County Texas

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2012 Budget. The Urban County Program staff recommends approval of applicant's.

Attachments

Agenda backup

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 08:34 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Mary Flores Started On: 07/16/2013 02:34 PM

Final Approval Date: 07/25/2013

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since March 2006, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Ruben & Gloria Garcia
ME #50-12-01

Family of two (2)
Applicant's age is 65 spouse age is 66

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 13,032.00
HUD Income Limits (family of 2):	$ 32,350.00

Deferred Loan-Elderly

Existing Dwelling: 2 bedrooms frame home, built in 1970

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the HOME Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Approval for Assistance under the HOME Owner- Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since March 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the family.

Lydia S. Lopez
SJ #75-12-01

Family of one (1)
Applicant's age is 72

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,520.00
HUD Income Limits (family of 1):	$ 28,300.00

Deferred Loan-Elderly

Existing Dwelling: 3 bedrooms frame home, built in 1984.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the HOME Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

AI-39717 **Urban County 10. B.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the HOME Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contracts with the following applicants:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
TONATIUH VARGAS	FY 2012	$7,500	USDA	LOT 412 VALLE ALTO NORTH UNIT VIII HIDALGO TX
ERICA CRUZ	FY 2012	$7,500	USDA	LOT 12 PEACOCK VILLAGE SUBDIVISION DONNA TX

All loan closing documents for the first lien have been reviewed and approved as to form by County legal counsel.

Attachments

Homebuyer Assistance Contract Vargas

Homebuyer Assistance Contract Cruz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/16/2013 02:43 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Mary Flores Started On: 07/15/2013 03:10 PM

Final Approval Date: 07/25/2013

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 30th day of July 2013, between the County of Hidalgo, State of Texas ("County") and *TONATIUH VARGAS & RAQUEL VASQUEZ* .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 412 VALLE ALTO NORTH SUBDIVISION UNIT VIII, HIDALGO, HIDALGO COUNTY TX
more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ 7,500 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;

(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;

(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;

(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and

(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

_____

DIANA R. SERNA

DIRECTOR

_____

Tonatiuh Vargas

_____

Raquel Vasquez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me TONATIUH VARGAS ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me RAQUEL VASQUEZ ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____day of _____,2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 412 VALLE ALTO NORTH SUBDIVISION UNIT VIII, HIDALGO TX HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

CONSTRUCTION CONTRACT
(Bid Proposal)

DATE: 08/30/2012

PARTIES:

BUYER: Tonatiuh Vargas & Raquel Vasquez
1317 2nd Lane
Mission, TX 78572

BUILDER: Galleria Home Builder
9950 E Hwy 107
Edinburg, TX 78541

PROPERTY: *Lot 412 Valle Alto North Phase VIII aka 2905 Olivo Ave, Hidalgo, TX 78557, Hidalgo County.*

AGREEMENT:

The builder, *Galleria Home Builder*, agrees to build the home referred to as *Project Name: Vargas Residence* for the buyer, *Tonatiuh Vargas & Raquel Vasquez*, on the above-mentioned property.

The sales price below includes 1493 ft^2 of total area of which 1205 ft^2 are living area as specified in the attached blueprints and the specifications described in the Description of Materials dated 07/25/2012.

SALES PRICE:

Sales Price for Construction ***$78,623.00***

The following items are included in the sales price:

Plans & Permits	(included)
Excavation Fill	(included up to 4 loads of dirt)
Formed & Steel	(included)
Plumbing Rough In	(included)
Plumbing Top Out	(included)
Water Proofing Down	(included)
Pour Concrete	(included)
Wall Framing	(included)
Ceiling Joists	(included)
Roof Framing	(included)
Decked	(included)
Roof Complete	(included)
Soffits	(included)
Facia	(included)

Received
MAY 28 2013
Urban County Program
By:

Sheathing	(included)
Windows	(included)
Doors	(included)
Electric Rough In	(included)
Tub /Shower Pan Set	(included)
A/C Ducts and Piping	(included)
Air Condition Coil	(included)
Masonry	(Brick material up to an allowance of $260/1000)
Wall Insulation	(included Rolled R-13)
Attic Insulation	(included Blown R-30)
Sheetrock	(included)
Tape Float Sand	(included)
Texture	(included)
Interior Paint	(included)
Cabinets Set	(included)
Interior Door Jams	(included)
Exterior Painting	(included)
Tile Work	(Tile material up to an allowance of $1.00 per ft2)
Trim Complete	(included)
Drive & Walks	(included)
Door Hardware	(included)
Finish Counter Tops	(included)
Finish Floors	(included)
A/C Grills/ Therm.	(included)
A/C Compressor	(included)
Elec. Fixtures	(Electrical Fixtures up to an allowance of $475.00)
Appliances	(Stove and Vent Hood up to an allowance of $428.00.)
Landscaping	3 grass pallets installed

CLOSING COSTS:

Closing costs will be paid by buyer from buyer's own funds or with Hidalgo County Down Payment Assistance.

FINANCING:

The construction will be financed as follows:
USDA Direct Loan as per the payment schedule determined by the agency at interim closing

COMPLETION:

Construction shall begin no later than 30 days after interim closing. Construction shall be completed no later than 180 days after the interim closing.

Agreed By:

Buyer- *Tonatiuh Vargas* — Date: 8/30/12

Buyer- *Raquel Vasquez* — Date: 8/30/12

Builder- *Galleria Home Builder*
By: Rebecca Hernandez — Date: 8/30/12

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

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Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 12 PEACOCK VILLAGE SUBDIVISION, DONNA, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

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Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

_____

DIANA R. SERNA

DIRECTOR

_____

Erica Cruz

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me ERICA CRUZ ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____day of _____,2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 12 PEACOCK VILLAGE SUBDIVISION, DONNA TX HIDALGO COUNTY TEXAS

Exhibit "B"

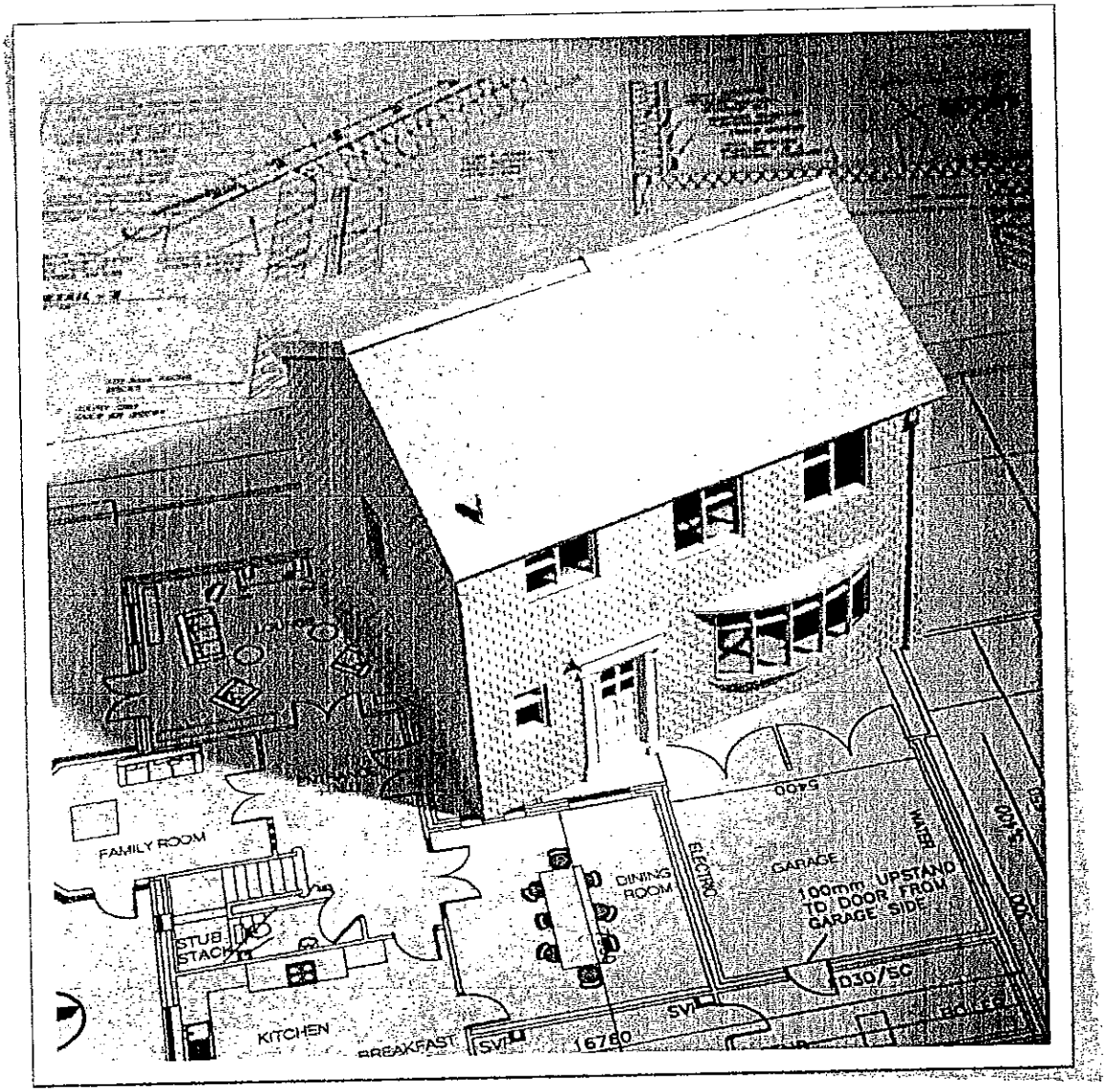
To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

CONTRACT / SPECIFICATIONS

CUSTOMERS: ERICA CRUZ
BUILDER: ANSELMO FLORES DBA FLORES HOMES
Date: JULY 18, 2012
CONSTRUCTION #: 10



ANSELMO FLORES
DBA FLORES HOMES
2403 NORMA DRIVE
MISSION, TEXAS 78574
(956) 424-0772 OR (956) 739-2020

July 18, 2012
SPECIFICATIONS / CONTRACT

ERICA CRUZ
2110 CHAMPION AVE.
DONNA TEXAS 78537
CELL: 956-563-6934

LIVING:	**1925**	**SQ FT**
PORCH:	**61**	**SQ FT**
PATIO:	**77**	**SQ FT**
SECOND:	**222**	**SQ FT**
TOTAL:	**2285**	**SQ FT**

PROPERTY DESCRIPTION: LOT 12 PEACOCK VILLAGE SUB. DONNA, HIDALGO TEXAS

1. **CONCRETE FOUNDATION**: ½" & 5/8" REBAR ON 14" O.C. & REBAR WITH 3000 P.S.I. CONCRETE. EXTERIOR BEAMS 36" X 12" AND INTERIOR BEAMS 24" X 12". **(CONCRETE DRIVEWAY AND SIDEWALK AS SITE PLAN)**

2. **FRAMING AS FLOOR PLAN**: ROOF STRUCTURE 2 X 6 24" O.C., DECKING 7/16, FACIA ROUGH CEDAR, SOFFIT YELLOW PINE 2X4 & 2X6 #2, (WALL STRUCTURE 2X4 16" O.C.) CONSTRUCTION WORK TO COMPLY WITH CITY CODES. **CITY OF DONNA**

3. **WINDOWS**: DOUBLE PANEL INSULATED WINDOWS. ALUMINIUM WINDOWS WITH ½' SCREEN INCLUDED. LOW E GLASS WHICH REDUCES HEAT LOSS IN WINTER AND ALSO REDUCES HEAT GAIN IN THE SUMMER. **(OWNERS CHOICE OF COLOR SAND STONE, WHITE, OR BLACK)**

4. **ROOFING**: 240 COMPOSITION SHINGLES **(OWNERS CHOICE OF COLOR)**

5. **INSULATION**: EXTERIOR WALLS R-15 (FIBER GLASS INSULATION) & CEILING R -30 BLOWN 10" MINIMUM EXTERIOR SHEATING ½ O.S.B PLYWOOD, ½ SHEETROCK (POLY-CEL, WINDOWS, ELECTRICAL & PLUMBING)

6. **ELECTRICAL:** TYPE OF PLUGS (STANDARD 110V), TYPE OF SWITCHES (STANDARD) WIRING FOR STOVE AND DRYER WILL BE 220, T.V. CABLE & TELEPHONE OUTLETS AS PER FLOOR PLAN. **ALLOWANCE ON LIGHT FIXTURES AND FANS $ 1,4 00.00. THE ALLOWANCE PROVIDED ABOVE MUST INCLUDE SMOKE DETECTORS, BULBS, AND RANGE HOOD.**

7. **ALARM SECURITY SYSTEM**: 1 MOTION DETECTOR AND 1 KEY PAD

CUSTOMER INITALS: _____

ANSELMO FLORES
DBA FLORES HOMES
2403 NORMA DRIVE
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(956) 424-0772 OR (956) 739-2020

JULY 18, 2012
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PATIO:	**77**	**SQ FT**
SECOND:	**222**	**SQ FT**
TOTAL:	**2285**	**SQ FT**

9. **CATHEDRALS**: IN DINING, LIVING, AND BEDROOMS

10. **1 ELECTRICAL ROOF VENT**

11. **PAINT:** CEILING & WALL FINISHING) TAPE, FLOAT, & ORANGE PILL) SHERWIN WILLIAMS BUILDERS ALLOWANCE / STANDARD COLORS. (1 COLOR ON CEILINGS & TRIM, 1 COLOR ON WALLS) CABINETS WOOD CLASSIC OIL / KILZ & OIL PRIMER, STAINBLOCKER ON EXTERIOR TRIMMING & SOFFIT

12. **A/C & HEATING:** 14 SEER CARRIER WITH 1 ½ DUCK (STANDARD THERMOSTATS & TON AS REQUIRED PER SQ. FT.)

13. **KITCHEN COUNTER TOPS**: GRANITE WITH 4" BACK SPLASH
3 BATH ROOM COUNTER TOPS GRANITE WITH 4" BACKSPLASH
(ALLOWANCE ON GRANITE $24.00 SQ. FT.)

14. **BATHROOM:** 3 **SHOWERS** WITH TILE & SENEFA OR MARBEL

15. **KITCHEN ASH CABINETS**: OWNERS CHOICE OF DOOR DESIGN (CABINETS AS PER FLOOR PLAN)

16. **INTERIOR DOORS**: (7 FT) 6 PANEL WITH 3 ½ FINGER JOINT COLONIAL TRIM / CLOSET SHELVES 1 X 12 & FULL ROUND AS PER FLOOR PLAN / WINDOW STOOLS 1 X 6 YELLOW PINE (WOOD A-GRADE ON WINDOWS) OR HOLLOW ASH DOORS.

17. **CERAMIC TILE: ALLOWANCE $ 1.10 SQ. FT.** (ALL LIVING AREA)

18. **10 LOADS OF FILL DIRT** (20 YARDS EACH LOAD)

19. **1 GARAGE DOOR WITH 2 REMOTE CONTROLS**

CUSTOMERS INITALS:_____

ANSELMO FLORES
DBA FLORES HOMES
2403 NORMA DRIVE
MISSION, TEXAS 78574
(956) 424-0772 OR (956) 739-2020

JULY 18, 2012
SPECIFICATIONS / CONTRACT

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TOTAL:	**2285**	**SQ FT**

20. **1 - 40 GAL ELECTRICAL WATERHEATER.** ALL WATER LINE PIPES ARE CPVC ½" AND ¾" 400 PSI RESISTENT AND 180 FERANHEIGH

21. **FRONT DOOR: ALLOWANCE $2,000.00**

22. **DOOR KNOBS**: FRONT DOOR KNOB **ALLOWANCE $ 100.00**, INTERIOR DOOR KNOB **ALLOWANCE $ 10.00 EACH** / DOOR STOPS AND KITCHEN HANDLES **ALLOWANCE $ 1.00 EACH**

22. **4" BLOCK WITH AMERICAN STUCCO & CONTEC MOULDINGS**

23. **STONE: FRONT COLUMNS**

24. **2 ½" BEVEL ON MIRRORS IN BATHROOMS.**

25. **PLUMBING FIXTURES: ALLOWANCE ON FAUCETS $ 500.00** AND KITCHEN SINK TO BE CAST IRON, AND GARBAGE DISPOSAL. SHOWERHEADS HAVE TO BE MOEN AND TOILETS ARE AMERICAN STANDARD LONG GATED.

26. **TYVEK HOUSE WRAP**: HELPS PROTECT YOUR HOME AND BUILDING AGAINST WATER MOISTURE AND AIR INFILTRATION AND INCREASE THE ENERGY EFFICIENCY OF A HOME.

27. **CROWN MOULDING**: FOYER, DINING, AND LIVING ROOM

28. **LANDSCAPING AND SPRINKLER SYSTEM** ON FRONT YARD

29. **PEST CONTROL SYSTEM**

30. **SEPTIC TANKS**

CUSTOMERS INITALS:_____

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PORCH:	**61**	**SQ FT**
PATIO:	**77**	**SQ FT**
SECOND:	**222**	**SQ FT**
TOTAL:	**2285**	**SQ FT**

THE HOME WILL BE BUILT ACCORDING TO THE FLOOR PLANS ANY MODIFICATIONS WILL BE AT OWNERS EXPENSE. ALL EXTRA WORK DONE AND EXTRA MATERIAL SO AGREED TO FURNISH SHALL BE PAID IN CASH UPON COMPLETION. OWNER'S WILL NOT BE ALLOWED TO MOVE IN UNTILL FINAL CLOSING AND COST OF HOME PAID IN FULL.

EXTRAS NOT INCLUDED:

1. GAS LINES
2. INTREST ON CONSTRUCTION LOAN
3. ASH BASE MOULDING
4. WATER METER
5. CAMERAS
6. INTERCOM SYSTEM / CD PLAYER
7. APPLIANCES ARE NOT INCLUDED
8. CROWN MOULDING IN ANY AREA NOT SPECIFIED
9. BATHROOM ACCESSORIES
10. ASH SHUTTERS / BLINDS
11. CLOSING COSTS

THIS CONTRACT SPECIFIES AND GARANTIES 1 YEAR OF WARRANTY ON LABOR AND WORKSMANSHIP ON HOMES BUILT BY FLORES HOMES. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DAMAGES DONE THROUGH OWNERS NEGLIGENCE.

ERICA CRUZ **(OWNER)**

ANSELMO FLORES **(CONTRACTOR)**
(DBA) FLORES HOMES
2403 NORMA DRIVE
MISSION, TEXAS 78574
OFFICE: 956-424-0772

PRICE TO BE BUILT ON YOUR LOT $ 128,000.00

AI-39723 **Auditor's Office 11. A.**

CC CONSENT

Meeting Date: 07/30/2013

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 Reports for the Months of May and June 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Attachments

June Monthly Financial Report

May Monthly Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 08:31 AM
Manuel Chapa	Manuel Chapa	07/24/2013 10:13 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Alvaro Chuc Started On: 07/16/2013 09:29 AM

Final Approval Date: 07/25/2013

Hidalgo County, Texas

Monthly Financial Report
(Unaudited and Unadjusted)
(Excluding Related Agencies & Component Unit)

June 30, 2013

Prepared by the Office of the County Auditor
Raymundo Eufracio, C.P.A.

Hidalgo County, Texas

Monthly Financial Report
(Unaudited and Unadjusted)
June 30, 2013

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COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 30, 2013

The Honorable District Judges of Hidalgo County and the Honorable Members of the Hidalgo County Commissioners Court:

The unaudited and unadjusted Monthly Financial Report of Hidalgo County, Texas, for the month ended June 30, 2013 is hereby submitted as required by Sections 114.023-.025 of the Local Government Code. This report was prepared by the County Auditor's staff and is intended for informational purposes only. This report does not contain financial information for the County's related agencies (Community Service Agency, Head Start Program, and Urban County), component unit (Drainage District No. 1), or the various officials trust and agency funds. Financial information for the County's related agencies and component unit is compiled annually by the independent auditors for inclusion in the County's Comprehensive Annual Financial Report.

The Monthly Financial Report is presented in three sections: Financial Statements, Other Supplementary Information and Budget Status. The Financial Statement section contains a Consolidated Balance Sheet for all fund types and account groups and a Statement of Revenues, Expenditures and Changes in Fund Balances for governmental fund types. The Other Supplementary Information section contains information on receipts and disbursements, interfund transfers and long-term debt outstanding. The Budget Status section contains budget to actual comparisons by fund type for governmental funds, and general fund expenditures and transfers out budget to actual comparison by department.

Should you have any questions concerning this report, please do not hesitate to contact the County Auditor's Office at (956) 318-2511 extension 4669.

Respectfully submitted,

Raymundo Eufracio, C.P.A.
County Auditor

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Financial Statements

County of Hidalgo, Texas
Consolidated Balance Sheet
All Fund Types and Account Groups
June 30, 2013

	Governmental Fund Types				Proprietary Fund Types		Fiduciary Fund Types	Account Groups		Totals
	General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust & Agency	Capital Assets	General Long-Term Debt	(Memo Only) June 30, 2013
ASSETS AND OTHER DEBITS										
Assets:										
Cash	3,979,177	9,576,207	1,282,248	2,501	1,003,715	-	-	-	-	15,843,849
Investments	132,679,934	23,064,436	13,612,002	16,039,871	-	3,766,470	1,985,875	-	-	191,148,589
Receivables (net of allowance										-
for uncollectibles)	19,278,559	34,977	11,039	2,475,697	-	1,062	-	-	-	21,801,335
Due from other governments	2,454,789	2,710,472	3,829,471	-	-	-	-	-	-	8,994,732
Due from other funds	-	-	-	3,427,833	-	1,218,096	4,803,576	-	-	9,449,505
Due from component unit	285,368	117	-	-	-	-	-	-	-	285,485
Inventories	782,095	-	-	-	-	-	-	-	-	782,095
Prepaid items	-	-	-	-	-	-	-	-	-	-
Advances to other funds	82,865	10,400	-	-	-	150,000	-	-	-	243,265
Other assets	3,200	-	-	-	-	-	-	-	-	3,200
Capital assets (net of accum depr):										-
Land	-	-	-	-	1,001,093	-	4,006,545	41,018,232	-	46,025,870
Infrastructure	-	-	-	-	-	-	-	427,527,982	-	427,527,982
Buildings	-	-	-	-	-	-	-	103,129,917	-	103,129,917
Improvements other than buildings	-	-	-	-	-	-	-	14,286,774	-	14,286,774
Machinery and equipment	-	-	-	-	-	43,503	-	80,690,562	-	80,734,065
Construction in progress	-	-	-	-	-	-	-	34,541,980	-	34,541,980
Amount available for										
retirement of long-term debt	-	-	-	-	-	-	-	-	19,470,205	19,470,205
Amount to be provided for										
retirement of long-term debt	-	-	-	-	-	-	-	-	155,480,759	155,480,759
Total assets	159,545,987	35,396,610	18,734,760	21,945,902	2,004,809	5,179,131	10,795,996	701,195,448	174,950,964	1,129,749,608
LIABILITIES, EQUITY AND OTHER CREDITS										
Liabilities:										
Bank overdraft	-	-	-	-	-	323,723	425,393	-	-	749,116
Accounts payable	394,933	90	282,000	-	1,388	128	3,031,105	-	-	3,709,644
Vouchers payable	-	-	-	-	-	-	-	-	-	-
Claims and judgments	-	-	-	-	-	3,595,000	1,119,467	-	-	4,714,467
Retainage payable	-	30,717	380,186	-	-	-	-	-	-	410,903
Arbitrage payable	-	-	-	-	-	-	-	-	-	-
Due to other funds	10,320,738	1,029,300	141,497	-	16,406	-	-	-	-	11,507,942
Due to other governments	1,164,643	294,076	-	-	-	-	-	-	-	1,458,718
Due to component unit	1,638	-	-	-	-	-	-	-	-	1,638
Held in escrow	995,636	2,282	-	-	-	-	5,992,422	-	-	6,990,340
Unearned revenues	23,064,404	5,387,674	1,387,893	2,475,697	-	-	-	-	-	32,315,668
Undistributed receipts	11,864,806	-	-	-	-	-	-	-	-	11,864,806
Capital lease payable	-	-	-	-	-	2,974	-	-	-	2,974
General oblig bonds payable	-	-	-	-	-	-	-	-	174,275,000	174,275,000
Notes payable	-	-	-	-	-	-	-	-	675,964	675,964
Closure and post-closure costs	-	-	-	-	1,615,153	-	-	-	-	1,615,153
Total liabilities	47,806,798	6,744,138	2,191,577	2,475,697	1,632,947	3,921,824	10,568,388	-	174,950,964	250,292,334
Equity and other credits:										
Invested in capital assets	-	-	-	-	-	-	-	701,195,448	-	701,195,448
Retained earnings	-	-	-	-	(696,134)	1,063,804	-	-	-	367,670
Invested in capital assets, net of related debt	-	-	-	-	1,001,093	43,503	-	-	-	1,044,596
Restricted	-	-	-	-	66,902	-	-	-	-	66,902
Reserved	3,177,041	65,258	-	-	-	150,000	-	-	-	3,392,299
Unreserved										
Designated for jail repairs	4,149,673	-	-	-	-	-	-	-	-	4,149,673
Undesignated	104,412,474	28,587,215	16,543,184	19,470,205			227,608			169,240,686
Total equity and other credits	111,739,189	28,652,472	16,543,184	19,470,205	371,861	1,257,307	227,608	701,195,448	-	879,457,274
Total liabilities, equity and other credits	159,545,987	35,396,610	18,734,760	21,945,902	2,004,809	5,179,131	10,795,996	701,195,448	174,950,964	1,129,749,608

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Sixth Month Ended June 30, 2013

	General	Special Revenue	Capital Projects	Debt Service	Total Governmental Funds
Revenues					
Taxes	132,841,767	10,206	-	17,529,014	150,380,987
Licenses and permits	41,895	2,953,116	-	-	2,995,011
Intergovernmental revenues	5,297,236	13,821,780	1,357,997	-	20,477,013
Charges for services	5,948,059	4,013,457	-	-	9,961,516
Fines & forfeitures	189,984	2,604,339	-	-	2,794,322
Interest earnings	21,262	16,974	12,522	4,493	55,251
Miscellaneous	291,906	3,877	3	-	295,785
Total revenues	144,632,108	23,423,748	1,370,522	17,533,507	186,959,885
Expenditures					
General government					
Judicial	13,984,826	1,618,172	92,724	-	15,695,722
Executive	1,297,022	2,181	-	-	1,299,203
Elections	647,726	15,069	-	-	662,795
Financial administration	10,559,500	213,456	-	-	10,772,956
Other	5,554,484	38,315	914,464	-	6,507,263
Public safety					
Police	12,147,866	1,486,700	540,703	-	14,175,268
Fire	552,607	-	-	-	552,607
Corrections	14,916,817	8,406,506	98,468	-	23,421,791
Other protection	186,733	-	-	-	186,733
Highways and streets	-	8,148,064	3,779,767	-	11,927,831
Sanitation	2,282,777	-	-	-	2,282,777
Drainage	-	-	-	-	-
Health and welfare	14,539,852	6,849,403	-	-	21,389,254
Culture and recreation	1,737,231	-	-	-	1,737,231
Conservation	383,789	11,454	-	-	395,243
Urban and economic development	209,913	-	-	-	209,913
Debt service					
Principal	-	-	-	170,022	170,022
Interest and fiscal agent fees	-	-	-	4,094,159	4,094,159
Issuance costs	-	-	-	-	-
Advance refunding escrow	-	-	-	-	-
Intergovernmental expenditures	-	104,555	-	-	104,555
Total expenditures	79,001,144	26,893,876	5,426,125	4,264,182	115,585,327
Excess (deficiency) of revenues over (under) expenditures	65,630,964	(3,470,128)	(4,055,603)	13,269,326	71,374,559
Other financing sources (uses):					
Sale of capital assets	1,085,206	729,648	-	-	1,814,854
General long-term debt issued	-	-	-	-	-
Long-term notes issued	-	-	-	-	-
Transfers in	346	5,452,850	250,429	176,398	5,880,023
Transfers out	(5,228,958)	(410,430)	(240,635)	-	(5,880,023)
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	(4,143,406)	5,772,069	9,793	176,398	1,814,854
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	61,487,558	2,301,941	(4,045,810)	13,445,724	73,189,412
Unreserved undesignated fund balance at December 31, 2012	37,464,299	25,559,262	21,402,311	6,024,481	90,450,354
Adjusting journal entries	1,738,555	(61,902)	(813,318)	-	863,336
Unreserved (reserved) fund balance	3,722,062	787,914	-	-	4,509,976
Unreserved designated for jail repairs	4,149,673				4,149,673
Unreserved fund balance at Ended June 30, 2013	108,562,148	28,587,215	16,543,184	19,470,205	173,162,751

This statement was prepared primarily on the cash basis of accounting.

Other Supplementary Information

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
June 30, 2013

Fund	Beginning Balance June 1, 2013	Receipts	Disbursements	Ending Balance June 30, 2013
General Fund				
1100 General Fund	15,930,538	25,084,726	37,036,087	3,979,177
Total General Fund	15,930,538	25,084,726	37,036,087	3,979,177
Special Revenue Funds				
1200 Road & Bridge County Wide	5,464,849	8,853,094	9,502,334	4,815,609
1212 Parks Precinct No. 2	-	-	-	-
1220 LEOSE	10,368	-	2,853	7,514
1221 District Attorney Motor Vehicle Theft	32	-	-	32
1222 District Attorney Bad Check Processing	35,171	9,262	6,049	38,384
1223 District Attorney Investigations H.B. 65	1,325,581	14,484	16,092	1,323,972
1224 Drug Abuse Prevention and Rehabilitation	29,101	-	-	29,101
1225 Pretrial Intervention Prgm Fund	331,771	7	12,712	319,066
1226 Sheriff Investigations	18,882	-	-	18,882
1227 Sheriff Investigations H.B. 65	114,008	2	4,236	109,774
1228 Sheriff Equitable Sharing - Treasury Funds	368,246	8	64,965	303,289
1229 Sheriff Equitable Sharing - Justice Funds	97,051	17,315	3,706	110,660
1230 Constable Pct. 3 Investigations H.B. 65	4,621	-	-	4,621
1231 Constable Pct. 4 Investigations H.B. 65	25,716	-	564	25,152
1232 Constable Pct. 5 Investigations H.B. 65	1,622	-	-	1,622
1233 Constable Pct. 1 Investigations H.B. 65	660	-	-	660
1234 County Child Abuse Prevention	22,450	-	-	22,450
1235 District Clerk Records Management & Preservation	94,166	2	-	94,168
1236 District Clerk Title IV-D	17,965	531	-	18,495
1237 County Clerk Records Management & Preservation	367,970	12	31,105	336,876
1238 County Records Management & Preservation	40,363	-	28,394	11,969
1239 Court Reporter Service	12,214	-	16,704	(4,490)
1240 Juvenile Delinquency Prevention	3,535	-	-	3,535
1241 Courthouse Security	399,774	8	31,404	368,378
1242 Justice Court Technology	107,321	16	2,219	105,118
1243 Contributions	96,553	2	2,731	93,823
1245 Justice Court Building Security	40,476	-	-	40,476
1246 Tax Assessor-Collector Special Vehicle Inventory	(1,031,245)	1,400,000	1,075	367,679
1247 Law Library	81,795	1,684	5,542	77,937
1249 County Indigent Health Care	-	-	-	-
1250 Supplemental Court Guardianship	61,885	1	-	61,887
1251 HIDTA Chapter 59	21,995	-	3,923	18,071
1252 HIDTA US Treasury	21,004	24	16,726	4,301
1253 HIDTA Other States	27,994	-	-	27,994
1254 HIDTA US Justice	(12,145)	10	108,704	(120,840)
1255 County & District Court Technology	35,691	-	-	35,691
1256 DA US Department of Justice	173,903	4	-	173,906
1257 Constable Pct.3 Treasury	9,200	-	390	8,810
1280 Designated Purpose Grants - Level 0	158,275	515,587	515,587	158,275
1281 Designated Purpose Grants - Level 1	(38,934)	4,155	8,591	(43,369)
1282 Designated Purpose Grants - Level 2	(112,376)	47,283	14,505	(79,598)
1283 Designated Purpose Grants - Level 3	340,798	20,767	-	361,565
1284 Designated Purpose Grants - Level 4	(323,887)	82,435	86,455	(327,906)
1285 Designated Purpose Grants - Level 5	(85,037)	-	5,968	(91,005)
1286 Designated Purpose Grants - Level 6	(25,017)	-	11,270	(36,287)
1287 Designated Purpose Grants - Level 7	(0)	-	-	(0)
1289 Designated Purpose Grants - Level 9	(23,744)	13,794	13,817	(23,768)
1291 HIDTA Grants	(179,900)	-	26,224	(206,125)
1292 WIC Grants	(2,055,033)	939,091	603,721	(1,719,662)
1293 Health Department Grants	543,751	144,770	272,243	416,278
1294 Juvenile Probation Department Grants	248,567	50,561	196,993	102,135
1295 Post Adjudication Juvenile Boot Camp	529,994	11	102,549	427,456
1296 Juvenile Probation Title IV-E	381,363	8	62,121	319,250
1297 Adult Probation Grants	(344,948)	2,278,227	468,886	1,464,392
Total Special Revenue Funds	7,434,410	14,393,156	12,251,359	9,576,207
Capital Projects Funds				
1301 Capital Outlay	270,229	382,169	382,169	270,229
1302 Tax Notes, Series 2007	848,196	-	-	848,196
1305 Road District No. 5	2,362	-	-	2,362

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
June 30, 2013

Fund	Beginning Balance June 1, 2013	Receipts	Disbursements	Ending Balance June 30, 2013
1311 Border Colonia Access Program Round II	-	-	-	-
1312 Border Colonia Access Program Round III	(1,118,094)	354,406	150,323	(914,010)
1315 Texas Department of Transportation Projects	(2,073,080)	817,641	1,705,611	(2,961,050)
1328 Certificates of Obligation, Series 1998	902	-	-	902
1330 Certificates of Obligation, Series 2000	60,715	-	-	60,715
1331 Certificates of Obligation, Series 2001	93,472	-	-	93,472
1332 Certificates of Obligation, Series 2002	5,550	-	-	5,550
1334 Certificates of Obligation, Series 2004	67,743	-	-	67,743
1336 Certificates of Obligation, Series 2006	543,565	-	87,056	456,510
1339 Certificates of Obligation, Series 2009	565,688	-	55,405	510,283
1341 Certificates of Obligation, Series 2009B&C	885,805	1,000,066	1,040,260	845,612
1342 Certificates of Obligation, Series 2010A&B	772,185	1,800,066	576,516	1,995,735
Total Capital Projects Funds	925,238	4,354,350	3,997,340	1,282,248
Debt Service Funds				
1401 Notes Payable	42,907	179,449	221,949	407
1430 Certificates of Obligation, Series 2000	-	-	-	-
1431 Certificates of Obligation, Series 2001	-	-	-	-
1432 Certificates of Obligation, Series 2002	386,935	-	386,500	435
1434 Certificates of Obligation, Series 2004	883,957	-	883,500	457
1435 Refunding Bonds, Series 2005	2,327,450	-	2,327,550	(100)
1436 Certificates of Obligation, Series 2006	1,142,085	-	1,142,000	85
1437 Refunding Bonds, Series 2006	-	-	-	-
1438 Refunding Bonds, Series 2007	459,648	-	459,500	148
1439 Certificates of Obligation, Series 2009	752,755	-	752,500	255
1440 Refunding Bonds, Series 2009A	125,227	-	125,000	227
1441 Certificates of Obligation, Series 2009B&C	297,515	-	297,000	515
1442 Certificates of Obligation, Series 2010A&B	678,073	-	678,000	73
Total Debt Service Funds	7,096,551	179,449	7,273,499	2,501
Enterprise Funds				
2101 Sanitary Landfill	920,195	476,045	476,045	920,195
2102 Jail Commissary	99,785	-	16,265	83,520
Total Enterprise Funds	1,019,980	476,045	492,310	1,003,715
Internal Service Funds				
2201 Health Benefits Self-Insurance	(1,265,963)	1,986,986	2,452,393	(1,731,370)
2202 Workers' Compensation Self-Insurance	1,339,082	255,259	186,693	1,407,647
Total Internal Service Funds	73,119	2,242,245	2,639,086	(323,723)
Private-Purpose Trust Funds				
3301 Unclaimed Money	691,841	365	-	692,206
3302 County Clerk Unclaimed Money	654,870	-	-	654,870
3303 District Clerk Unclaimed Money	-	-	-	-
3304 Bail Bond Sureties	-	-	-	-
Total Private-Purpose Trust Funds	1,346,710	365	-	1,347,076
Agency Funds				
3401 Clearing Fund	4,947,438	6,899,829	10,387,097	1,460,169
3402 Payroll Fund	-	3,252,909	6,504,860	(3,251,952)
3403 Insurance Fund	22,275	19,659	22,620	19,314
Total Agency Funds	4,969,712	10,172,396	16,914,578	(1,772,469)
Grand Total for Primary Government	38,796,259	56,902,732	80,604,259	15,094,733

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Interfund Transfers
June 30, 2013

Transfers In:

		Special Revenue														Capital Projects				Debt Service	Enterprise	
	General Fund	R&B Funds	Parks Funds	District Attorney Bad Check Processing	Sheriff Investigation HB 65	Constable Pct. 3 Investigation HB 65	District Clerk Records Management & Preservation	County Records Management & Preservation	Court Reporter	Courthouse Security	DA Federal Sharing US Dept of Justice	Designated Purpose Grants	Health Grants	Juvenile Probation	Adult Probation	Capital Outlay	BCAP Round III	TXDOT Projects	C.O Series 2009 B&C	Debt Service	Jail Commissary	**Total**
Transfer out:																						
General Fund	-	3,733,132	-	-	-	-	-	16,642	-	584,112	-	13,936	26,954	854,183	-	-	-	-	-	-	-	5,228,958
Special Revenue Funds:																						
R&B Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,793	-	176,398	-	186,191
Parks Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Investigation HB 65	346	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	346
Sheriff Fed Sharing-US Treasury	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Fed Sharing-USDJ	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court Reporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAC Sp Veh Inv	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indigent Health Care	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA Chapter 59	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA US Justice	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Department	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adult Probation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	223,892	-	-	-	-	-	-	223,892
Capital Projects Funds:																						
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BCAP Round II	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,226	-	-	-	50,226
C.O. Series 2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55,960	-	-	-	55,960
C.O. Series 2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	134,449	-	-	-	134,449
Debt Service Funds:																						
Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fiduciary Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200,704	200,704
Total	346	3,733,132	-	-	-	-	-	16,642	-	584,112	-	13,936	26,954	854,183	223,892	-	-	250,429	-	176,398	200,704	6,080,728

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Long-Term Debt Outstanding
June 30, 2013

	Original Amount	Interest Rates	Year Issued	Year of Maturity	Outstanding Balances Principal	Interest	Total Requirements
Refunding Bonds							
Refunding Bonds, Series 2005	51,640,000	3.00 - 5.00	2005	2021	44,145,000	10,189,156	54,334,156
Refunding Bonds, Series 2007	26,415,000	4.00 - 4.25	2006	2024	25,645,000	8,361,669	34,006,669
Refunding Bonds, Series 2009A	6,995,000	2.50 - 5.00	2009	2018	1,840,000	187,413	2,027,413
Certificates of Obligation							
Certificates of Obligation, Series 2002	20,910,000	2.00 - 5.00	2002	2022	3,050,000	193,178	3,243,178
Certificates of Obligation, Series 2004	32,250,000	3.00 - 5.25	2004	2024	7,900,000	846,356	8,746,356
Certificates of Obligation, Series 2006	38,770,000	4.25 - 5.00	2006	2026	32,750,000	11,439,956	44,189,956
Certificates of Obligation, Series 2009	24,280,000	3.00 - 5.00	2009	2028	22,240,000	9,180,328	31,420,328
Certificates of Obligation, Series 2009B&C	12,225,000	2.00 - 6.01	2009	2029	10,770,000	5,448,209	16,218,209
Certificates of Obligation, Series 2010A&B	27,850,000	2.00 - 6.30	2010	2030	25,935,000	14,633,295	40,568,295
Notes Payable							
Notes Payable	2,580,000	3.75	2005	2013	87,172	3,269	90,441
Notes Payable	911,009	4.00	2008	2018	588,792	85,123	673,915
Total	244,826,009				174,950,964	60,567,951	235,518,915

Schedule of Debt Requirements

	Principal	Interest	
2013	12,065,939	4,112,454	16,178,393
2014	12,637,318	7,680,768	20,318,086
2015	13,341,011	7,126,807	20,467,818
2016	12,644,851	6,522,144	19,166,995
2017-2021	67,796,844	23,682,102	91,478,946
2022-2026	43,055,000	9,697,821	52,752,821
2027-2030	13,410,000	1,745,855	15,155,855
Total	174,950,964	60,567,951	235,518,915

This statement was prepared primarily on the cash basis of accounting.

Budget Status

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Sixth Month Ended June 30, 2013

Fund	Description	Revenues			Expenditures		
		Original Budget	Adjusted Budget	Year-to-Date Actual	Original Budget	Adjusted Budget	Year-to-Date Actual
General Fund							
1100	General Fund	161,349,082	161,494,204	145,717,660	178,956,978	184,631,099	84,230,102
	Total General Fund	161,349,082	161,494,204	145,717,660	178,956,978	184,631,099	84,230,102
Special Revenue Funds							
1200	Road & Bridge County Wide	16,948,562	17,438,780	10,861,351	19,148,562	26,271,673	8,358,821
1220	LEOSE	-	-	-	-	8,401	4,039
1221	District Attorney Motor Vehicle Theft	-	-	-	-	-	-
1222	District Attorney Bad Check Processing	160,000	160,000	79,779	235,680	237,143	75,785
1223	District Attorney Investigations H.B. 65	2,500	2,500	213,705	1,365,101	627,800	186,719
1224	Drug Abuse Prevention and Rehabilitation	-	-	1,060	-	-	-
1225	Pretrial Intervention Prgm Fund	200,000	200,000	95,540	-	311,267	131,000
1226	Sheriff Investigations	-	-	-	-	-	-
1227	Sheriff Investigations H.B. 65	-	-	74,074	54,500	113,591	17,635
1228	Sheriff Federal Sharing - U.S. Treasury	-	-	74,047	235,000	565,200	104,625
1229	Sheriff Federal Sharing - U.S. Dept of Justice	-	-	65,075	204,000	787,800	48,743
1230	Constable Pct. 3 Investigations H.B. 65	-	-	-	-	4,621	-
1231	Constable Pct. 4 Investigations H.B. 65	-	-	1	-	20,001	564
1232	Constable Pct. 5 Investigations H.B. 65	-	-	-	-	-	-
1233	Constable Pct. 1 Investigations H.B. 65	-	-	-	-	-	-
1234	County Child Abuse Prevention	3,500	3,500	1,416	-	-	-
1235	District Clerk Records Management & Preservation	40,000	40,000	25,412	-	-	-
1236	District Clerk Title IV-D	1,500	1,500	1,359	-	-	-
1237	County Clerk Records Management & Preservation	520,000	520,000	190,205	614,379	683,827	163,394
1238	County Records Management & Preservation	260,492	261,642	144,986	318,938	318,938	157,145
1239	Court Reporter Service	140,000	140,000	71,833	187,400	187,400	113,328
1240	Juvenile Delinquency Prevention	-	-	157	-	-	-
1241	Courthouse Security	833,683	834,112	704,966	839,303	841,748	377,914
1242	Justice Court Technology	105,000	105,000	62,193	277,000	740,572	11,535
1243	Contributions	40,000	40,000	17,314	41,000	41,009	10,199
1245	Justice Court Building Security	26,000	26,000	14,096	-	106,962	-
1246	Tax Assessor-Collector Special Vehicle Inventory	5,000	5,000	10,430	6,681	84,179	1,585
1247	Law Library	315,000	315,000	173,952	409,749	410,292	112,119
1249	County Indigent Health Care	-	-	-	-	-	-
1250	Supplemental Court Guardianship	10,000	10,000	4,207	48,439	48,439	-
1251	HIDTA Chapter 59	-	-	5,554	104,245	104,245	50,382
1252	HIDTA US Treasury	-	-	1,127	283,800	283,800	106,268
1253	HIDTA Other States	-	-	120	-	-	-
1254	HIDTA US Justice	-	-	147	24,545	213,900	131,731
1255	Co & District Court Technology	12,000	12,000	5,994	-	-	-
1256	DA US Department of Justice	-	-	107,065	-	865	-
1257	Constable Pct. 3 Treasury	-	-	-	-	10,000	800
1280	Designated Purpose Grants - Level 0	-	1,449,161	560	-	1,449,161	-
1281	Designated Purpose Grants - Level 1	-	318,396	41,454	-	318,396	92,963
1282	Designated Purpose Grants - Level 2	94,757	303,818	67,579	-	209,061	160,732
1283	Designated Purpose Grants - Level 3	33,250	454,269	14,627	-	454,269	29,656
1284	Designated Purpose Grants - Level 4	187,500	3,022,723	825,151	-	2,835,223	849,435
1285	Designated Purpose Grants - Level 5	79,256	187,380	-	-	108,124	71,813
1286	Designated Purpose Grants - Level 6	4,199	154,479	107,879	-	150,280	137,721
1287	Designated Purpose Grants - Level 7	-	73,632	27,384	-	73,632	27,384
1289	Designated Purpose Grants - Level 9	-	274,203	160,897	-	274,203	164,651
1291	HIDTA Grants	-	511,838	257,084	-	511,838	309,915
1292	WIC Grants	-	9,171,688	4,538,211	-	9,171,688	5,515,695
1293	Health Department Grants	75,117	2,441,624	1,250,259	-	2,806,507	1,333,708
1294	Juvenile Probation Department Grants	-	3,083,983	1,646,093	-	3,088,896	1,814,915
1295	Post Adjudication Juvenile Boot Camp	2,054,183	2,054,183	1,421,956	2,513,964	2,566,964	1,023,144
1296	Juvenile Probation Title IV-E	-	811,308	393	-	811,308	167,877
1297	Adult Probation Grants	-	9,924,629	6,239,556	-	9,924,629	5,440,364
	Total Special Revenue Funds	22,151,498	54,352,347	29,606,246	26,912,285	67,777,850	27,304,305
Capital Projects Funds							
1301	Capital Outlay	-	52,898	-	-	52,898	-
1302	Tax Notes, Series 2007	-	-	347	-	1,345,927	-
1305	Road District No. 5	-	-	-	-	-	-
1311	Border Colonia Access Program Round II	-	-	-	-	-	-
1312	Border Colonia Access Program Round III	-	6,896,601	1,346,997	-	6,896,601	1,456,894
1315	Texas Department of Transportation Projects	-	5,422,597	261,429	-	4,399,966	1,172,136

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Sixth Month Ended June 30, 2013

Fund	Description	Revenues Original Budget	Revenues Adjusted Budget	Revenues Year-to-Date Actual	Expenditures Original Budget	Expenditures Adjusted Budget	Expenditures Year-to-Date Actual
1328	Certificates of Obligation, Series 1998	-	-	-	-	-	-
1330	Certificates of Obligation, Series 2000	-	-	-	-	23,839	-
1331	Certificates of Obligation, Series 2001	-	-	211	-	378,826	-
1332	Certificates of Obligation, Series 2002	-	-	-	-	1,838	-
1334	Certificates of Obligation, Series 2004	-	-	-	-	55,073	-
1336	Certificates of Obligation, Series 2006	-	53,471	2,354	-	3,624,528	520,792
1339	Certificates of Obligation, Series 2009	-	-	834	-	1,860,399	150,123
1341	Certificates of Obligation, Series 2009B&C	-	-	930	-	1,629,253	83,670
1342	Certificates of Obligation, Series 2010A&B	-	-	7,848	-	12,080,298	2,283,145
	Total Capital Projects Funds	-	12,425,567	1,620,951	-	32,349,444	5,666,761
Debt Service Funds							
1401	Notes Payable	368,843	368,843	278,167	379,158	379,158	176,398
1430	Certificates of Obligation, Series 2000	-	-	-	-	-	-
1431	Certificates of Obligation, Series 2001	-	-	-	-	-	-
1432	Certificates of Obligation, Series 2002	953,040	953,040	960,547	1,106,379	1,106,379	62,689
1434	Certificates of Obligation, Series 2004	2,283,092	2,283,092	2,205,292	2,484,963	2,484,963	186,981
1435	Refunding Bonds, Series 2005	5,885,745	5,885,745	5,728,954	6,428,563	6,428,563	1,101,831
1436	Certificates of Obligation, Series 2006	2,906,619	2,906,619	2,825,594	3,103,513	3,103,513	761,806
1437	Refunding Bonds, Series 2006	-	-	-	-	-	-
1438	Refunding Bonds, Series 2007	1,192,548	1,192,548	1,138,807	1,217,883	1,217,883	533,991
1439	Certificates of Obligation, Series 2009	1,902,579	1,902,579	1,848,227	1,996,794	1,996,794	477,897
1440	Refunding Bonds, Series 2009	354,513	354,513	324,043	339,475	339,475	29,238
1441	Certificates of Obligation, Series 2009B&C	760,031	760,031	734,539	1,014,236	1,014,236	264,618
1442	Certificates of Obligation, Series 2010A&B	1,717,072	1,717,072	1,665,736	2,378,464	2,378,464	668,732
	Total Debt Service Funds	18,324,082	18,324,082	17,709,905	20,449,425	20,449,425	4,264,182
Enterprise Funds							
2101	Sanitary Landfill	-	-	190	-	-	-
2102	Jail Commissary	1,000,000	1,000,000	200,704	467,031	467,031	200,647
	Total Enterprise Funds	1,000,000	1,000,000	200,894	467,031	467,031	200,647
Internal Service Funds							
2201	Health Benefits Self-Insurance	18,988,000	18,988,000	9,618,142	19,487,779	19,501,995	10,697,474
2202	Workers' Compensation Self-Insurance	503,305	503,305	277,415	2,275,642	2,277,697	999,620
	Total Internal Service Funds	19,491,305	19,491,305	9,895,557	21,763,421	21,779,692	11,697,094
Private-Purpose Trust Funds							
3301	Unclaimed Money Fund	-	-	-	-	-	-
3302	County Clerk Unclaimed Money Fund	-	-	-	-	-	-
	Total Private-Purpose Trust Funds	-	-	-	-	-	-
	Grand Total for Primary Government	222,315,967	267,087,504	204,751,213	248,549,141	327,454,542	133,363,091

This statement was prepared primarily on the cash basis of accounting.

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
General Fund
For the Sixth Month Ended June 30, 2013

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	Original Budget	Adjusted Budget	Current Revenues/ Expenditures	Year-to-Date Revenues/ Expenditures	Encumbrances	Balance
Revenues						
Taxes	141,499,356	141,499,356	2,356,547	132,841,767		8,657,589
Licenses and permits	100,000	100,000	8,992	41,895		58,105
Intergovernmental revenues	5,985,000	5,985,000	3,724,630	5,297,236		687,764
Charges for services	12,265,226	12,265,226	1,250,221	5,948,059		6,317,167
Fines & forfeitures	301,500	301,500	38,174	189,984		111,516
Interest earnings	305,000	305,000	9,406	21,262		283,738
Miscellaneous	893,000	893,000	53,145	291,906		601,094
Total revenues	161,349,082	161,349,082	7,441,114	144,632,108		16,716,974
Expenditures						
General government						
Judicial	32,311,493	32,852,194	2,558,314	13,984,826	384,977	18,482,390
Executive	2,544,013	2,865,686	210,145	1,297,022	66,069	1,502,594
Elections	1,809,197	1,856,383	115,057	647,726	63,027	1,145,630
Financial administration	30,806,950	25,007,441	2,006,169	10,559,500	1,842,502	12,605,439
Other	9,148,464	9,748,717	557,135	5,554,484	339,191	3,855,043
Public safety						
Police	27,629,434	28,870,250	2,166,458	12,147,866	1,139,862	15,582,522
Fire	1,959,467	1,961,056	236,498	552,607	39,178	1,369,271
Corrections	35,553,366	40,857,528	2,650,831	14,916,817	2,102,988	23,837,723
Other protection	468,304	469,194	34,612	186,733	20,617	261,844
Sanitation	4,971,237	5,024,766	444,439	2,282,777	630,357	2,111,631
Health and welfare	17,293,211	20,163,385	641,844	14,539,852	239,299	5,384,233
Culture and recreation	4,150,142	4,121,609	327,012	1,737,231	462,106	1,922,271
Conservation	979,850	986,530	73,293	383,789	307,589	295,153
Urban and economic development	431,853	463,547	35,335	209,913	8,272	245,361
Total expenditures	170,056,980	175,248,285	12,057,142	79,001,144	7,646,035	88,601,106
Excess (deficiency) of revenues over (under) expenditures	(8,707,898)	(13,899,203)	(4,616,028)	65,630,964		
Other financing sources (uses):						
Long-term notes issued	-	-	-	-		-
Sale of capital assets	-	144,776	4,890	1,085,206		(940,430)
Transfers in	-	346	-	346		-
Transfers out	(8,899,998)	(9,382,813)	(858,766)	(5,228,958)		(4,153,855)
Total other financing sources (uses)	(8,899,998)	(9,237,691)	(853,876)	(4,143,406)		(5,094,285)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(17,607,896)	(23,136,894)		61,487,558		
Unreserved undesignated fund balance at December 31, 2012	(4,176,073)	(4,176,073)		37,464,299		
Adjusting journal entries	1,738,555	1,738,555		1,738,555		
Unreserved (reserved) fund balance	3,722,062	3,722,062		3,722,062		
Unreserved designated for jail repairs	4,149,673	4,149,673		4,149,673		
Unreserved fund balance at June 30, 2013	(12,173,679)	(17,702,677)		108,562,148		

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Sixth Month Ended June 30, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Expenditures and Other Financing Uses						
General government						
Judicial						
92nd District Court	396,471	396,471	31,370	170,727	3,524	222,220
93rd District Court	396,471	393,188	27,275	161,599	4,970	226,619
139th District Court	396,471	409,544	29,416	172,743	11,291	225,510
206th District Court	396,471	396,471	28,025	168,058	4,769	223,643
275th District Court	396,471	396,471	34,517	173,042	944	222,485
332nd District Court	396,471	396,471	27,575	165,254	4,506	226,711
370th District Court	396,471	396,471	29,994	177,059	2,407	217,004
389th District Court	396,471	405,180	28,195	161,073	5,030	239,077
398th District Court	399,471	399,471	28,092	169,946	7,095	222,430
430th District Court	396,471	479,917	36,913	217,785	37,219	224,913
449th District Court	396,471	396,471	28,055	166,441	11,023	219,007
Indigent Defense	414,297	429,149	31,239	192,296	4,740	232,114
County Court At Law 1	510,254	520,909	41,271	241,771	11,201	267,938
County Court At Law 2	510,254	510,254	38,162	232,921	3,463	273,870
Probate Court	615,045	615,045	46,542	281,908	1,203	331,934
County Court At Law 4	510,254	510,254	39,427	238,132	1,690	270,432
County Court At Law 5	510,254	510,254	40,336	218,816	2,824	288,614
County Court At Law 6	510,254	510,254	37,792	228,829	2,978	278,447
County Court At Law 7	510,254	510,254	36,889	220,316	6,867	283,070
County Court At Law 8	510,254	510,254	38,820	227,863	11,424	270,966
Master Court 1	120,971	123,979	10,211	55,891	976	67,113
Master Court 2	125,310	125,649	10,061	55,652	691	69,306
Court of Civil Appeals	3,738	3,738	21	491	2,594	653
Auxiliary Court	290,283	291,114	26,366	136,195	2,284	152,635
Juvenile Justice Court	-	-	-	-	-	-
Child Protective Court	350	106,925	7,015	34,129	14,717	58,079
Justice of the Peace 1-1	333,446	334,060	25,820	157,215	3,156	173,690
Justice of the Peace 1-2	334,841	329,665	26,219	151,620	2,157	175,887
Justice of the Peace 2-1	292,803	293,287	22,354	136,964	1,892	154,431
Justice of the Peace 2-2	308,677	309,077	21,817	137,934	3,119	168,024
Justice of the Peace 3-1	320,245	328,960	24,641	150,290	5,550	173,120
Justice of the Peace 3-2	371,009	371,422	28,737	176,309	2,463	192,649
Justice of the Peace 4-1	380,272	380,721	30,242	178,302	1,689	200,729
Justice of the Peace 4-2	682,216	671,633	37,674	233,270	1,886	436,477
Justice of the Peace 5-1	281,076	287,256	22,318	135,978	2,795	148,483
Criminal District Attorney	7,304,959	7,593,644	561,950	3,266,224	132,751	4,194,670
District Clerk	3,210,941	3,266,079	233,558	1,456,533	57,286	1,752,260
Budget and Management	8,113,202	8,013,511	725,241	3,160,039	-	4,853,472
Commissioner, Precinct 2	-	-	-	-	-	-
Public Defense	831,720	888,587	64,166	375,210	9,803	503,574
Executive Office	40,132	40,132	-	-	-	40,132
Tax Assessor-Collector	-	-	-	-	-	-
Total Judicial	32,311,493	32,852,194	2,558,314	13,984,826	384,977	18,482,390
Executive						
County Judge	1,394,168	1,471,506	107,012	631,707	49,051	790,749
Budget and Management	-	-	-	-	-	-
Executive Office	1,149,845	1,394,180	103,133	665,316	17,018	711,846
Total Executive	2,544,013	2,865,686	210,145	1,297,022	66,069	1,502,594
Elections						
Elections Department	1,809,197	1,856,383	115,057	647,726	63,027	1,145,630
Total Elections	1,809,197	1,856,383	115,057	647,726	63,027	1,145,630
Financial Administration						
Appraisal fees	1,600,000	1,600,000	412,222	1,236,665	-	363,335
County Wide Admin	7,413,188	766,543	48,117	213,800	207,291	345,452
Budget and Management	1,359,579	1,318,025	92,754	562,452	19,850	735,723
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	1,891,077	1,861,077	170,092	558,653	216,194	1,086,230
Tax Assessor-Collector	6,490,213	6,662,491	449,996	3,024,322	84,007	3,554,161
County Treasurer	832,955	839,992	64,484	384,673	12,886	442,433
Purchasing Agent	1,707,670	1,674,465	120,063	692,652	58,826	922,987

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Sixth Month Ended June 30, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
County Auditor	2,799,832	2,801,099	196,299	1,214,476	31,203	1,555,421
County Clerk	3,675,581	4,336,003	258,967	1,561,651	636,444	2,137,908
Human Resources/Civil Service	690,597	760,132	57,392	319,998	36,273	403,861
IT Department	2,346,260	2,387,614	135,785	790,157	539,527	1,057,930
Total Financial Administration	30,806,950	25,007,441	2,006,169	10,559,500	1,842,502	12,605,439
Other						
Executive Office	2,619,038	3,169,449	80,247	2,523,002	120,736	525,711
Planning Department	1,059,355	1,061,152	81,988	489,914	13,678	557,559
Facilities Management Deparment	5,470,072	5,518,116	394,900	2,541,567	204,776	2,771,773
Total Other	9,148,464	9,748,717	557,135	5,554,484	339,191	3,855,043
Public safety						
Police						
Criminal District Attorney	719,381	719,698	49,185	324,611	188,898	206,189
Commissioner, Precinct 3	26,379	26,379	-	-	-	26,379
Budget and Management	55,000	55,000	4,917	24,583	29,500	917
Executive Office	232,779	224,010	13,789	82,558	3,863	137,589
Sheriff	22,419,317	23,457,167	1,747,889	9,769,869	717,922	12,969,375
Constables						
Constable, Precinct 1	1,075,270	1,094,635	81,564	489,733	43,775	561,127
Constable, Precinct 2	745,067	872,006	84,068	361,558	48,896	461,552
Constable, Precinct 3	1,187,041	1,188,425	86,283	535,858	28,453	624,114
Constable, Precinct 4	1,169,200	1,231,911	98,763	558,076	78,554	595,281
Constable, Precinct 5	-	1,019	-	1,019	-	-
Total Police	27,629,434	28,870,250	2,166,458	12,147,866	1,139,862	15,582,522
Fire						
Emergency Services	1,959,467	1,961,056	236,498	552,607	39,178	1,369,271
Total Fire	1,959,467	1,961,056	236,498	552,607	39,178	1,369,271
Corrections						
Sheriff	25,872,651	30,984,611	1,891,323	10,681,713	1,232,344	19,070,554
Adult Probation	346,446	496,932	60,239	200,115	54,255	242,562
Juvenile Probation	9,334,269	9,375,986	699,268	4,034,989	816,390	4,524,608
Total Corrections	35,553,366	40,857,528	2,650,831	14,916,817	2,102,988	23,837,723
Other Protection						
County Judge	383,304	384,194	27,629	158,803	13,634	211,757
Budget and Management	-	-	-	-	-	-
Executive Office	85,000	85,000	6,983	27,931	6,983	50,087
Emergency Services	-	-	-	-	-	-
Total Other Protection	468,304	469,194	34,612	186,733	20,617	261,844
Sanitation						
Commissioner, Precinct 1	1,114,743	1,353,618	110,809	636,424	177,169	540,025
Commissioner, Precinct 2	956,673	804,037	49,207	348,353	76,471	379,213
Commissioner, Precinct 3	2,066,927	2,022,023	174,272	825,865	301,452	894,707
Commissioner, Precinct 4	832,894	845,087	110,150	472,136	75,265	297,686
Total Sanitation	4,971,237	5,024,766	444,439	2,282,777	630,357	2,111,631
Health and Welfare						
Budget and Management	50,000	50,000	-	-	-	50,000
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	822,638	822,638	4,242	20,172	-	802,466
Human Services	9,498,437	12,355,859	134,539	11,557,674	12,939	785,245
Health Department	6,536,074	6,561,728	477,681	2,822,172	223,504	3,516,053
WIC	2,000	2,000	348	1,087	315	599
Child Welfare	122,272	115,203	6,646	35,480	-	79,723
Veterans Services	261,789	255,957	18,388	103,266	2,542	150,148
Total Health and Welfare	17,293,211	20,163,385	641,844	14,539,852	239,299	5,384,233
Culture and Recreation						
Commissioner, Precinct 1	873,834	887,683	68,206	371,111	46,665	469,907
Commissioner, Precinct 2	1,036,621	1,005,389	106,848	281,860	91,183	632,346
Commissioner, Precinct 3	768,009	767,157	53,712	313,134	32,577	421,446
Commissioner, Precinct 4	687,650	677,352	40,686	234,762	88,347	354,242
Executive Office	784,027	784,027	57,560	536,364	203,333	44,330
Total Culture and Recreation	4,150,142	4,121,609	327,012	1,737,231	462,106	1,922,271

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Sixth Month Ended June 30, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Conservation						
Executive Office	527,855	533,855	42,575	213,076	298,025	22,754
Texas Cooperative Extension	451,995	452,675	30,718	170,713	9,564	272,399
Total Conservation	979,850	986,530	73,293	383,789	307,589	295,153
Urban and Economic Development						
Budget and Management	-	-	-	-	-	-
Commissioner, Precinct 1	85,032	92,541	8,148	43,713	1,192	47,636
Commissioner, Precinct 2	294,414	307,012	22,081	132,544	4,426	170,042
Commissioner, Precinct 4	52,407	52,533	3,625	23,837	2,654	26,042
Urban County	-	11,461	1,482	9,819	-	1,642
Total Urban and Economic Development	431,853	463,547	35,335	209,913	8,272	245,361
Other Financing Uses						
Interfund Transfers	8,899,998	9,382,813	858,766	5,228,958	-	4,153,855
Total Other Financing Uses	8,899,998	9,382,813	858,766	5,228,958	-	4,153,855
Total Expenditures and Other Financing Uses	178,956,978	184,631,099	12,915,907	84,230,102	7,646,035	92,754,962

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Project
Fund 1301 - Capital Outlay Fund
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Bennett Building	-	429,778	-	-	429,778	429,778	-	-
Horizon Building	-	251,595	-	-	244,809	244,809	-	6,786
Election Warehouse-317 N Closner-building renovation	-	494,103	-	-	473,934	473,934	17,447	2,722
K - Mart Property	2,756,150	5,914,341	-	-	5,888,557	5,888,557	-	25,784
Pct. 4 New Admin Building	-	983,972	-	-	983,812	983,812	-	160
K - Mart Property - Additional Office	-	-	-	-	-	-	-	-
Public safety								
USDA 2008 Loan-Sheriff Vehicles	-	224,650	-	-	224,650	224,650	-	-
Pct. 3 Sheriff's Substation	-	-	-	-	-	-	-	-
New Adult Probation Building	-	3,520,216	-	-	3,520,216	3,520,216	-	-
Issuance costs - K - Mart Property	43,850	43,850		-	43,850	43,850	-	-
Issuance costs - USDA 2008 Loan	-	1,150	-	-	1,150	1,150	-	-
Transfer Out - General Fund	-	620,888	-	-	620,888	620,888	-	-
Transfer Out - R&B County Wide	-	19,390	-	-	19,390	19,390	-	-
Total F1301 - Capital Outlay Fund	2,800,000	12,503,934	-	-	12,451,035	12,451,035	17,447	35,451

County of Hidalgo, Texas
Budget Status by Project
Fund 1302 - Tax Notes, Series 2007
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Common Integrated Justice System - software	1,171,500	3,587,121	-	-	2,252,008	2,252,008	1,311,092	24,022
County Judges Office & Commissioners Courtroom	2,000,000	93,856	-	-	93,856	93,856	-	-
Purchasing - vehicles	-	40,261	-	-	40,261	40,261	-	-
Election - vehicles	31,000	22,248	-	-	22,248	22,248	-	-
Planning - vehicles	-	38,359	-	-	38,359	38,359	-	-
Admin Security - vehicles	31,000	26,992	-	-	26,992	26,992	-	-
Facilities Management - vehicles	62,000	79,565	-	-	79,565	79,565	-	-
Public safety								
Sheriff - vehicles	1,855,196	1,921,034	-	-	1,921,034	1,921,034	-	-
Sheriff Replacement - vehicles	3,007,000	3,004,759	-	-	3,004,759	3,004,759	-	-
Constable Pct. 1 - vehicles	-	123,920	-	-	123,920	123,920	-	-
Constable Pct. 3 - vehicles	31,000	203,522	-	-	203,522	203,522	-	-
Constable Pct. 4 - vehicles	-	81,992	-	-	81,992	81,992	-	-
Constable Pct. 5 - vehicles	-	175,844	-	-	172,977	172,977	-	2,867
Sheriff Substation Pct. 1 - land	245,935	246,168	-	-	246,168	246,168	-	-
Sheriff Substation Pct. 3 - land	557,917	562,042	-	-	562,042	562,042	-	-
Highway and streets								
Pct. 1 - vehicles	-	201,952	-	-	201,952	201,952	-	-
Pct. 2 - vehicles	-	205,000	-	-	197,654	197,654	-	7,346
Pct. 3 - vehicles	-	207,206	-	-	207,206	207,206	-	-
Pct. 4 - vehicles	-	203,719	-	-	203,119	203,119	-	600
Sanitation								
Pct. 2 Sanitation - vehicles	-	93,845	-	-	93,845	93,845	-	-
Health and welfare								
Health Dept - vehicles	62,000	60,738	-	-	60,738	60,738	-	-
Recreation								
Pct. 3 Meeting Hall & Pavilion	700,000	1,000,000	-	-	1,000,000	1,000,000	-	-
Urban and economic development								
Pct. 2 CRC - S. Tower Road	803,000	1,303,934	-	-	1,303,934	1,303,934	-	-
Issuance costs	90,000	90,000	-	-	90,000	90,000	-	-
Total F1302 - Tax Notes, 2007	10,647,548	13,574,078	-	-	12,228,151	12,228,151	1,311,092	34,835

County of Hidalgo, Texas
Budget Status by Project
Fund 1315 - TXDOT Projects
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Mile 2 West (Mile 12 N to SH 107)	-	1,396,152	-	-	1,395,352	1,395,352	-	800
Pct. 1 Mile 2 West (Mile 12 N to SH 107) - aid to other govt	-	-	-	-	-	-	-	-
Pct. 1 Mile 12 N Bridge @ North Floodway	-	3,482	-	-	3,482	3,482	-	-
Pct. 1 Traffic Signal CSJ#0255-11-011	-	19,407	-	-	19,407	19,407	-	-
Pct. 1 US 83 Illumination-aid to other govt	-	174,595	940	8,185	153,893	162,078	-	12,516
Pct. 1 FM 1015 (Mile 9 N to Mile 12 N) - aid to other govt	-	1,747,085	-	-	1,747,085	1,747,085	-	-
Pct. 1 FM 88 (Mile 12 N to FM 1925) - aid to other govt	-	2,266,471	-	-	2,261,187	2,261,187	-	5,284
Pct. 1 Mile 6 West (US 83 to SH 107)	-	1,089,697	-	174	787,346	787,520	238,369	63,809
Pct. 1 Mile 2 West (US 83 to Mile 12 N)	-	1,777,478	-	765,595	827,954	1,593,549	40,914	143,015
Pct. 1 FM 493 (US 83 to Mile 10 N) - aid to other govt	-	102,627	-	-	75,246	75,246	-	27,380
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	17,778	-	17,778	-	17,778	-	-
Pct. 1 FM 907 (S of BUS 83) - aid to other govt	-	88,830	-	-	88,830	88,830	-	-
Pct. 1 Flash Beacon 2010 HES Projects	-	115,710	-	-	115,710	115,710	-	-
Pct. 1 US 83 (FM 1423 to FM 1015) - aid to other govt	-	11,513	-	-	11,513	11,513	-	-
Pct. 1 BUS 83 (FM 2557 to 1st ST Donna) - aid to other govt	-	3,421	-	-	3,421	3,421	-	-
Pct. 2 "I" Road (SH 495 to Owassa)	1,550,000	1,257,889	-	-	1,257,889	1,257,889	-	-
Pct. 2 "I" Road (SH 495 to Owassa) - aid to other govt.	600,000	1,489,329	-	-	1,489,329	1,489,329	-	-
Pct. 2 Sugar Road (Sioux to Owassa) - aid to other govt	50,000	120,000	-	-	118,959	118,959	-	1,041
Pct. 2 FM 2061 (Dicker to Mission Floodway) - aid to other govt	318,407	603,040	-	-	431,614	431,614	-	171,427
Pct. 2 S McColl Road (Dicker to Orangewood&0.5M S.Military)	-	1,558,424	37,616	37,616	1,389,610	1,427,225	12,000	119,199
Pct. 2 Flash Beacon 2010 HES Projects	-	51,530	-	-	51,530	51,530	-	-
Pct. 2 Nolana Loop	-	432,500	-	-	62,500	62,500	-	370,000
Pct. 2 Thomas Road (Jackson to Stewart)	-	1,029,677	44,169	44,169	-	44,169	-	985,508
Pct. 3 SH 495-underpass/Abrams - aid to other govt	-	2,158,966	-	-	2,158,966	2,158,966	-	-
Pct. 3 FM 1924 PHI (FM 494 to SH 107) - aid to other govt	-	625,143	-	-	624,300	624,300	842	-
Pct. 3 Traffic Signal CSJ#0255-11-011	-	17,863	-	-	17,863	17,863	-	-
Pct. 3 US 83 Illumination - aid to other govt	-	24,210	-	-	22,410	22,410	-	1,800
Pct. 3 FM 1924 PHII (SH 107 to FM 492) - aid to other govt	-	963,668	-	-	963,278	963,278	390	-
Pct. 3 SRS CSJ#0921-02-109 - other structures	-	57,633	-	-	57,633	57,633	-	-
Pct. 3 SRS CSJ#0921-02-110 - aid to other govt	-	49,645	-	-	49,645	49,645	-	-
Pct. 3 FM 681 (SH 107 to SH 364) - aid to other govt	-	282,272	-	-	282,272	282,272	-	-
Pct. 3 FM 676 (SH 107 to SH 364) - aid to other govt	-	755	-	-	-	-	-	755
Pct. 3 SH 364 (SH 495 to FM 1924) - aid to other govt	-	400,000	37,951	134,102	-	134,102	-	265,899
Pct. 3 FM 681 (SH 107 to FM 2221/FM 492) - aid to other govt	-	3,637,231	8,626	98,144	3,437,143	3,535,288	27,115	74,828
Pct. 3 FM 2221/FM 492 (FM 681 to SH 364) - aid to other govt	-	2,599,170	2,258	64,374	2,471,696	2,536,070	26,096	37,004
Pct. 3 Flash Beacon 2010 HES Projects	-	25,683	-	-	25,683	25,683	-	-
Pct. 3 US 83 (County Line East 0.347 Mile) - aid to other govt	-	2,252	-	-	-	-	-	2,252
Pct. 3 Mile 2 North (Moorefield-La Homa)	-	254,413	-	-	16,103	16,103	19,327	218,983
Pct. 4 Sugar Road (Owassa to Trenton)	-	1,019	-	-	1,019	1,019	-	-
Pct. 4 12th Street Bridge @ Drainage Ditch	-	12,176	-	-	12,176	12,176	-	-
Pct. 4 "I" Road (Owassa to US 281)	-	1,041,068	-	-	1,029,309	1,029,309	-	11,759
Pct. 4 Traffic Signal CSJ#0255-11-011	-	1,969	-	-	1,969	1,969	-	-
Pct. 4 Flash Beacon 2010 HES Projects	-	207,050	-	-	207,050	207,050	-	-
Right of Way US 281 (SH 495 to Trenton) - aid to other govt	37,062	4,262	-	-	4,262	4,262	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers) - aid to other govt	13,200	36,136	-	-	36,136	36,136	-	-
Right of Way FM 2128 (SH 107 to US 281) - aid to other govt	127,194	171,306	-	-	135,909	135,909	-	35,396
Right of Way BUS 83 PHI (US 83 to FM 1427) - aid to other govt	26,103	28,077	-	-	28,077	28,077	-	-
Right of Way US 83-Palmview - aid to other govt	98,643	319,352	-	-	319,352	319,352	-	-
Right of Way BUS 83 PHIII (Showers to Penitas) - aid to other govt	21,450	64,461	-	-	64,461	64,461	-	-
Pct. 1 CR684 Bridge @ Drainage Ditch	-	31,317	-	-	26,420	26,420	-	4,896
Pct. 1 FM1422 Bridge @ Willacy Main Canal	-	16,000	-	-	16,000	16,000	-	-
Pct. 1 CR825 Bridge @ Drainage Ditch	-	42,864	-	2,000	39,364	41,364	1,450	50
Pct. 1 CR342 Bridge @ Delta Lake Irrigation Canal	-	4,590	-	-	4,590	4,590	-	-
Pct. 1 CR855 Bridge @ Main Supply Canal	-	6,750	-	-	6,750	6,750	-	-
Pct. 1 CR804 Bridge @ Irrigation Canal	-	5,130	-	-	5,130	5,130	-	-
Pct. 1 CR229 Bridge @ Drainage Ditch	-	5,211	-	-	518	518	-	4,693
Pct. 2 CR790 Bridge @ Drainage Ditch	-	27,635	-	-	27,635	27,635	-	-
Pct. 2 CR653 Bridge @ Las Milpas Road over S Floodway Channel	-	7,344	-	-	749	749	-	6,595
Pct. 3 CR872-Bridge @ Main Floodway Pilot Channel	-	10,836	-	-	1,008	1,008	-	9,828
Drainage flood control								
Pct. 1 FM 88 - drainage (Mile 12 N to Mile 16 N) - ROW	-	68,500		-	44,460	44,460	-	24,040
Pct. 2 FM 907 S outfall channel (Rancho Blanco to BUS 83) - ROW	-	1,100,000	-	-	837,978	837,978	-	262,022
Pct. 3 FM1924 PH I - outfall channel (FM 494 to SH 107) - ROW	-	839,395	-	-	839,395	839,395	-	-
Pct. 3 BUS 83 PH I - outfall channel (US 83 to FM 1427) - ROW	-	275,749	-	-	275,200	275,200	-	549
Pct. 3 FM1924 PH II - outfall channel (SH 107 to FM 492) - ROW	-	559,911	-	-	559,911	559,911	-	-
Drainage US 281 (SH 495 to Trenton) - aid to other govt	153,317	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281) - drainage ditch&eng&arch	-	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281) - aid to other govt	131,586	200,798	-	-	200,798	200,798	-	-
TXDOT Notes Payable-other debt principal	-	104,437	-	-	104,437	104,437	-	-
Transfer Out-Cert of Oblig, 2010A&B	-	-	-	-	-	-	-	-
Total F1315 - TXDOT Projects	3,126,962	31,648,882	131,559	1,172,136	27,248,916	28,421,053	366,503	2,861,326

County of Hidalgo, Texas
Budget Status by Project
Fund 1328 - Certificates of Obligation, Series 1998
Project Inception to June 30, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Weslaco substation	1,350,000	1,383,879	-	-	1,383,879	1,383,879	-	-
Courthouse renovations - ADA	500,000	307,980	-	-	307,980	307,980	-	-
Facilities Management - ADA renovations	-	14,810	-	-	14,810	14,810	-	-
Public safety								
Adult probation restitution center	909,491	948,431	-	-	948,431	948,431	-	-
County roadway safety	350,000	356,800	-	-	356,800	356,800	-	-
Highways and streets								
Pct. 2 - outer loop phase 1	-	726,142	-	-	726,142	726,142	-	-
Pct. 3 - aerial	-	356,325	-	-	356,325	356,325	-	-
Health and welfare								
Elsa Health Clinic Pct. 1	710,000	883,052	-	-	883,052	883,052	-	-
Alton Health Clinic Pct. 3	590,000	-	-	-	-	-	-	-
COPC Clinic Mcallen	1,200,000	1,200,000	-	-	1,200,000	1,200,000	-	-
Mission Clinic	-	1,046,952	-	-	1,046,952	1,046,952	-	-
Issuance costs	135,046	130,810	-	-	130,810	130,810	-	-
Total F1328 - Cert.of Oblig., Series 1998	5,744,537	7,355,181	-	-	7,355,181	7,355,181	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1330 - Certificates of Obligation, Series 2000
Project Inception to June 30, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Public safety								
Maintenance building & motor pool	-	1,189,155	-	-	1,189,155	1,189,155	-	-
Law enforcement training facility	-	2,524,367	-	-	2,524,367	2,524,367	-	-
Sheriff's administration building	2,236,329	3,186,141	-	-	3,162,302	3,162,302	-	23,839
Jail project	320,411	2,133,477	-	-	2,133,477	2,133,477	-	-
Adult detention facility	38,479,176	42,199,204	-	-	42,199,204	42,199,204	-	-
Issuance costs	724,637	653,390	-	-	653,390	653,390	-	-
Transfers Out (COPS grant cash match)	-	99,799	-	-	99,799	99,799	-	-
Total F1330 - Cert. of Oblig., Series 2000	41,760,553	51,985,533	-	-	51,961,694	51,961,694	-	23,839

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Elections - machinery & equipment	15,000	33,020	-	-	33,020	33,020	-	-
Tax Office - machinery & equipment	-	36,560	-	-	36,560	36,560	-	-
Purchasing - machinery & equipment	15,000	15,000	-	-	15,000	15,000	-	-
County Auditor - office equipment	-	175,219	-	-	175,219	175,219	-	-
County Judge - land	300,000	334,795	-	-	334,795	334,795	-	-
Elections building roof	38,775	22,700	-	-	22,700	22,700	-	-
Courthouse parking lot	150,000	-	-	-	-	-	-	-
Parking facility	250,000	117,884	-	-	117,884	117,884	-	-
Courthouse Parking Garage	-	-	-	-	-	-	-	-
Courthouse roof	130,000	-	-	-	-	-	-	-
Planning - machinery & equipment	17,000	17,000	-	-	17,000	17,000	-	-
Facilities Management - machinery & equipment	71,000	65,555	-	-	65,555	65,555	-	-
Facilities Management - courthouse roof	-	24,968	-	-	24,968	24,968	-	-
Courthouse chillers	350,000	133,570	-	-	133,570	133,570	-	-
Administration building renovations	331,225	249,510	-	-	249,510	249,510	-	-
Facilities Management - parking lot	-	183,964	-	-	183,964	183,964	-	-
Public safety								
Sheriff - machinery & equipment	610,000	606,899	-	-	606,899	606,899	-	-
Constables	-	-	-	-	-	-	-	-
Constables - machinery & equipment	37,500	39,540	-	-	39,540	39,540	-	-
Constable Pct. 1 - machinery & equipment	63,000	62,708	-	-	62,708	62,708	-	-
Constable Pct. 2 - machinery & equipment	84,000	83,611	-	-	83,611	83,611	-	-
Constable Pct. 3 - machinery & equipment	63,000	151,175	-	-	151,175	151,175	-	-
Constable Pct. 4 - machinery & equipment	42,000	41,805	-	-	41,805	41,805	-	-
Constable Pct. 5 - machinery & equipment	63,000	63,063	-	-	63,063	63,063	-	-
Fire Marshal - machinery & equipment	27,000	26,924	-	-	26,924	26,924	-	-
Juvenile Detention Center	1,500,000	501,735	-	-	501,735	501,735	-	-
Highways and streets								
Outer loop study	1,000,000	-	-	-	-	-	-	-
Aerial mapping	1,500,000	743,192	-	-	743,192	743,192	-	-
Pct. 1 - aerial mapping	-	70,260	-	-	70,260	70,260	-	-
Pct. 1 - roads	3,500,000	4,023,627	-	-	4,018,236	4,018,236	-	5,391
Pct. 1 - machinery & equipment	250,000	425,430	-	-	425,430	425,430	-	-
Pct. 1 - outer loop study	-	650,020	-	-	650,020	650,020	-	-
Pct. 2 -aerial mapping	-	20,860	-	-	20,860	20,860	-	-
Pct. 2 - roads	3,500,000	1,907,591	-	-	1,907,591	1,907,591	-	-
Pct. 2 - machinery & equipment	250,000	17,000	-	-	17,000	17,000	-	-
Pct. 2 - outer loop study	-	441,882	-	-	441,882	441,882	-	-
Pct. 3 - aerial mapping	-	66,025	-	-	66,025	66,025	-	-
Pct. 3 - roads	3,500,000	3,655,984	-	-	3,642,690	3,642,690	13,295	-
Pct. 3 - machinery & equipment	250,000	411,897	-	-	411,897	411,897	-	-
Pct. 3 - outer loop study	-	763,636	-	-	763,636	763,636	-	-
Pct. 4 - aerial mapping	-	79,230	-	-	79,230	79,230	-	-
Pct. 4 - roads	3,500,000	3,500,000	-	-	3,500,000	3,500,000	-	-
Pct. 4 - machinery & equipment	500,000	497,962	-	-	497,962	497,962	-	-
Pct. 4 - outer loop study	-	327,272	-	-	327,272	327,272	-	-
Pct. 4 - Sugar Road (Owassa to Trenton)	-	262,751	-	-	262,751	262,751	-	-
Right of Way US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Right of Way FM 2061 (Dicker to Mission Floodway)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers)	-	-	-	-	-	-	-	-
Right of Way FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHI (US 83 to FM 1427)	-	-	-	-	-	-	-	-
Right of Way US 83-Palmview	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHIII (Showers to Penitas)	-	-	-	-	-	-	-	-
Sanitation								
Pct. 1 Landfill - machinery & equipment	250,000	249,691	-	-	249,691	249,691	-	-
Pct. 2 Landfill - machinery & equipment	250,000	90,582	-	-	90,582	90,582	-	-
Pct. 3 Landfill - machinery & equipment	250,000	244,425	-	-	244,425	244,425	-	-
Pct. 4 Landfill - machinery & equipment	250,000	249,500	-	-	249,500	249,500	-	-
Risk Management	25,000	13,486	-	-	13,486	13,486	-	-
Landfill closure	1,400,000	2,003,960	-	-	2,003,960	2,003,960	-	-
Drainage flood control								
Drainage US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Health and welfare								
Health Department-machinery & equipment	72,500	72,500	-	-	72,500	72,500	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Culture-recreation								
Pct. 1 Parks - machinery & equipment	250,000	101,224	-	-	101,224	101,224	-	-
Pct. 2 Parks - machinery & equipment	250,000	151,605	-	-	151,605	151,605	-	-
Pct. 3 Parks - machinery & equipment	250,000	67,013	-	-	67,013	67,013	-	-
Pct. 4 Parks - machinery & equipment	-	-	-	-	-	-	-	-
Conservation of natural resources								
Texas Coop Extension - machinery & equipment	37,000	40,218	-	-	40,218	40,218	-	-
Urban and economic development								
Pct. 2 Community Resource Center	-	803,466	-	-	803,466	803,466	-	-
Issuance costs	483,000	455,163	-	-	455,163	455,163	-	-
Bond discount	-	847	-	-	847	847	-	-
Transfers out - Design purpose level 7	-	427,169	-	-	427,169	427,169	-	-
Transfer out - TXDOT	-	870,365	-	-	510,225	510,225	-	360,140
Total F1331 - Cert. of Oblig., Series 2001	25,675,000	26,693,039	-	-	26,314,214	26,314,214	13,295	365,531

County of Hidalgo, Texas
Budget Status by Project
Fund 1332 - Certificates of Obligation, Series 2002
Project Inception to June 30, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
County Court at Law 2 - office equipment	-	7,422	-	-	7,422	7,422	-	-
JP Pct. 2, Place 1 - computer equipment	1,000	1,000	-	-	1,000	1,000	-	-
District Clerk	-	19,300	-	-	19,300	19,300	-	-
County Court at Law 5 - building renovation	385,100	9,450	-	-	9,450	9,450	-	-
Auxiliary Court A - building renovation	-	8,426	-	-	8,426	8,426	-	-
Auxiliary Court B - building renovation	-	7,520	-	-	7,520	7,520	-	-
Elections - building renovation	-	25,580	-	-	25,580	25,580	-	-
IT Dept	126,238	199,756	-	-	199,756	199,756	-	-
Pct. 2 - Tax office	-	392,492	-	-	392,492	392,492	-	-
Purchasing - machinery & equipment	33,500	37,973	-	-	37,973	37,973	-	-
County Auditor - machinery & equipment	85,000	79,499	-	-	79,499	79,499	-	-
Human Resources - machinery & equipment	10,000	9,790	-	-	9,790	9,790	-	-
Pct. 1 - Multi-Purpose Center - building renovation	600,000	692,399	-	-	692,399	692,399	-	-
Pct. 3 - Multi-Purpose Center - building renovation	750,000	1,698,859	-	-	1,698,859	1,698,859	-	-
Planning - machinery & equipment	67,012	3,156	-	-	3,156	3,156	-	-
Fac Management - Admin Buiding - add & renov	-	-	-	-	-	-	-	-
Risk Management - building renovation	545,000	252,403	-	-	252,403	252,403	-	-
Risk Management - machinery & equipment	152,000	-	-	-	-	-	-	-
Public safety								
Courthouse basement - renovation	414,900	459,118	-	-	459,118	459,118	-	-
Sheriff - vehicles	607,236	776,827	-	-	776,827	776,827	-	-
Constable Pct. 1 - vehicles	30,000	30,032	-	-	30,032	30,032	-	-
Constable Pct. 3 - vehicles	86,863	30,015	-	-	30,015	30,015	-	-
Constable Pct. 4 - vehicles	21,500	21,010	-	-	21,010	21,010	-	-
Constable Pct. 5 - machinery & equipment	68,350	58,782	-	-	58,782	58,782	-	-
Fire Marshal - equipment	-	9,482	-	-	9,482	9,482	-	-
New Adult Probation Building	-	101,950	-	-	101,950	101,950	-	-
Juvenile Detention Center	236,328	898,057	-	-	898,057	898,057	-	-
Highways and streets								
FEMA	-	24,580	-	-	24,580	24,580	-	-
Pct. 1 - roads	3,500,000	2,886,404	-	-	2,886,404	2,886,404	-	-
Pct. 2 - roads	1,500,000	156,520	-	-	156,520	156,520	-	-
Pct. 2 - outer loop phase 1	-	183,438	-	-	183,438	183,438	-	-
Pct. 3 - roads & machinery & equipment	3,248,400	1,859,101	-	-	1,859,101	1,859,101	-	-
Pct. 4 - roads	1,500,000	1,359,897	-	-	1,359,897	1,359,897	-	-
Pct. 4 - outer loop	-	216,548	-	-	216,548	216,548	-	-
Sanitation								
Pct. 3 Landfill - engineering services	20,000	-	-	-	-	-	-	-
Pct. 4 Landfill - engineering services	1,670,000	1,715,423	-	-	1,715,423	1,715,423	-	-
Drainage flood control								
Raymondville Drainage - engineering services	5,000,000	4,220,707	-	-	4,220,707	4,220,707	-	-
TXDOT Drainage	-	-	-	-	-	-	-	-
Culture - recreation								
Pct. 4 Parks - buildings	300,000	288,028	-	-	288,028	288,028	-	-
Issuance costs	415,316	404,335	-	-	404,335	404,335	-	-
Transfers out - Capital Outlay	-	1,113,601	-	-	1,112,441	1,112,441	-	1,160
Transfers out - TXDOT	-	2,505,808	-	-	2,505,130	2,505,130	-	677
Total F1332 - Cert. of Oblig., Series 2002	21,373,743	22,764,689	-	-	22,762,851	22,762,851	-	1,838

County of Hidalgo, Texas
Budget Status by Project
Fund 1334 - Certificates of Obligation, Series 2004
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Bennett building add & renov	-	-	-	-	-	-	-	-
Horizon building add & renov	-	-	-	-	-	-	-	-
Fac Mgmt- Courthouse - building R&M	-	585,575	-	-	585,575	585,575	-	-
Elections - software & other equipments	2,322,272	214,981	-	-	214,981	214,981	-	-
Elections - buildings add & renov	-	15,352	-	-	15,352	15,352	-	-
IT Dept	-	1,224,587	-	-	1,224,587	1,224,587	-	-
Pct. 2 Tax Office building	-	612,161	-	-	607,401	607,401	-	4,761
Pct. 3 CRC building	-	-	-	-	-	-	-	-
Pct. 4 JP & License - building (Planning)	-	-	-	-	-	-	-	-
Fac Mgmt- Weslaco Boot Camp & Health Clinic	3,000,000	34,016	-	-	34,016	34,016	-	-
Fac Mgmt- Admin Buildings	-	894,150	-	-	894,150	894,150	-	-
Fac Mgmt- old Jail	-	123,511	-	-	123,511	123,511	-	-
Fac Mgmt- vehicles	-	72,078	-	-	72,078	72,078	-	-
Fac Mgmt- parking lot	-	-	-	-	-	-	-	-
Public safety								
Sheriff - vehicles	-	49,905	-	-	49,905	49,905	-	-
Const Pct. 1 - vehicles	-	49,924	-	-	49,924	49,924	-	-
Const Pct. 2 - vehicles	-	25,027	-	-	25,027	25,027	-	-
Const Pct. 3 - vehicles	-	75,856	-	-	75,856	75,856	-	-
Const Pct. 4 - vehicles	-	49,792	-	-	49,792	49,792	-	-
Const Pct. 5 - vehicles	-	25,667	-	-	25,667	25,667	-	-
Fac Mgmt- Sally Port	-	592,598	-	-	592,598	592,598	-	-
Weslaco Boot Camp	-	-	-	-	-	-	-	-
Juvenile Detention Center	12,500,000	16,623,656	-	-	16,623,656	16,623,656	-	-
Highways and streets								
Pct. 1 - Roads	1,800,000	1,691,062	-	-	1,683,243	1,683,243	-	7,819
Pct. 2 - New Admin Building	1,500,000	1,286,086	-	-	1,271,118	1,271,118	10,600	4,368
Pct. 2 - County Shop	-	106,982	-	-	106,982	106,982	-	-
Pct. 3 - Roads	2,800,000	217,615	-	-	217,615	217,615	-	-
Pct. 4 - Roads	1,200,000	-	-	-	-	-	-	-
Pct. 4 - Trenton Road (US 281 to FM 491)	-	500,000	-	-	500,000	500,000	-	-
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Fac Mgmt- Catwalk - Pct. 1-building add & renov	-	42,268	-	-	42,268	42,268	-	-
Fac Mgmt- Pct. 3 Maint building-building add & renov	-	41,950	-	-	41,950	41,950	-	-
Sanitation								
Pct. 3 Landfill - engineering services	700,000	2,229,850	-	-	2,229,850	2,229,850	-	-
Health and welfare								
Pct. 2 WIC/HHS building	-	1,751,223	-	-	1,746,499	1,746,499	-	4,724
Edinburg WIC - building add & renov	-	55,950	-	-	55,950	55,950	-	-
Mission WIC - building add & renov	-	85,825	-	-	85,825	85,825	-	-
Health Dept - Pharr	2,200,000	-	-	-	-	-	-	-
Health Dept - Edinburg	900,000	1,163,642	-	-	1,163,370	1,163,370	-	272
Health Dept - McAllen	200,000	167,109	-	-	167,109	167,109	-	-
Health Dept - Weslaco	200,000	184,731	-	-	184,731	184,731	-	-
Health Dept - vehicles	-	13,064	-	-	13,064	13,064	-	-
Health Dept - Mission	-	-	-	-	-	-	-	-
Health Dept - Elsa	-	-	-	-	-	-	-	-
Health Dept - Hidalgo	-	-	-	-	-	-	-	-
Fac Mgmt- Mansion	-	31,029	-	-	31,029	31,029	-	-
Culture - recreation								
Pct. 2 Parks - buildings	500,000	-	-	-	-	-	-	-
Pct. 1 Parks - Delta Lake building	-	150,638	-	-	150,638	150,638	-	-
Conservation of natural resources								
Texas Coop Extension - building R&M	-	72,984	-	-	72,984	72,984	-	-
Issuance costs	200,000	189,267	-	-	189,267	189,267	-	-
Transfers out - Capital outlay	-	1,176,335	-	-	1,153,805	1,153,805	-	22,530
Transfers out - TXDOT	-	3,906,007	-	-	3,906,007	3,906,007	-	-
Total F1334 - Cert. of Oblig., Series 2004	30,022,272	36,332,454	-	-	36,277,381	36,277,381	10,600	44,473

County of Hidalgo, Texas
Budget Status by Project
Fund 1336 - Certificates of Obligation, Series 2006
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Pct. 2 - JP/Constables - buildings	-	1,371,505	-	-	1,371,505	1,371,505	-	-
Fac Mgmt - Courthouse - building R&M	-	899,382	-	-	899,382	899,382	-	-
Fac Mgmt - Crts/old Juvenile Detention-bldg add&renov	400,000	-	-	-	-	-	-	-
Fac Mgmt - Auxiliary CRT - building add & renov	-	45,752	-	-	45,752	45,752	-	-
Fac Mgmt - Election - building add & renov	-	380,377	-	-	380,377	380,377	-	-
IT Dept	365,000	221,403	-	-	221,403	221,403	-	-
Pct. 1 - Multi-Purpose Center - other structures	-	19,735	-	-	19,735	19,735	-	-
Pct. 4 - Criminal Justice Center - buildings	400,000	-	-	-	-	-	-	-
Fac Mgmt - Admin Building-100 E Cano-parking lot	3,500,000	16,435	-	-	8,217	8,217	8,218	-
Fac Mgmt - Other Major Buildings	850,000	54,215	-	-	54,215	54,215	-	-
Fac Mgmt - Courthouse Additional Parking Lot	-	7,324,919	-	-	7,324,919	7,324,919	-	-
Fac Mgmt - Admin Building-100 E Cano-bldg add&renov	-	2,207,572	-	2,622	1,094,616	1,097,238	183,381	926,953
Public safety								
Fac Mgmt - Constable Pct. 1 - building & other structures	-	978,954	65,727	429,068	312,619	741,687	237,195	71
Fac Mgmt - Sheriff - Evidence - building add & renov	-	40,280	-	-	40,280	40,280	-	-
Sheriff Substation Pct. 1 - buildings	3,000,000	2,994,881	21,844	21,844	2,852,129	2,873,973	120,908	-
Juvenile Detention Center	547,585	579,882	-	-	579,882	579,882	-	-
Highways and streets								
County wide	-	579,340	-	-	579,340	579,340	-	-
Pct. 1 - Roads	3,819,000	3,404,699	-	-	3,285,200	3,285,200	-	119,499
Pct. 1 - FM 493 (Mile 10 N to SH 107) - aid to other govt	-	1,688,950	3,293	3,293	1,535,194	1,538,487	150,463	-
Pct. 1 - Mile10 N (Mile4W-E 1215') Widening	-	-	-	-	-	-	-	-
Pct. 2 - Roads	2,000,000	805,558	-	-	763,964	763,964	-	41,594
Pct. 3 - Roads	3,828,000	1,900,982	-	-	1,900,982	1,900,982	-	-
Pct. 3 - La Homa Road (SH 495 to FM 1924)	-	1,132,516	-	-	1,129,216	1,129,216	3,300	-
Pct. 3 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 3 - Mile 3 N (Tomgill to FM 2221)	-	138,467	-	-	93,465	93,465	45,002	-
Pct. 3 - Mile 4 N (Tomgill to FM 2221)	-	241,947	-	-	241,356	241,356	350	241
Pct. 3 - Circle 6 Road (N & S of Mile 4N)	-	13,087	-	-	12,952	12,952	-	135
Pct. 4 - Sugar Road (Owassa to Trenton)	-	287,249	-	-	287,249	287,249	-	-
Pct. 4 - Roads	2,700,000	2,424,159	-	-	2,424,159	2,424,159	-	-
Pct. 4 - 10th Street (SH 107 to FM 1925)	-	934,876	-	-	919,077	919,077	-	15,799
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 4 - Drainage Improvement Project - Other Equipment	-	808,950	-	-	-	-	675,348	133,602
Pct. 4 - FM1925 (Kenyon-FM907)	-	475,775	-	13,739	415,861	429,600	-	46,175
Pct. 4 - Sunflower Park	-	89,270	-	-	-	-	-	89,270
Pct. 4 - Curry Estates Drainage	-	16,780	-	-	-	-	-	16,780
Sanitation								
Pct. 1 - Landfill	-	309,208	-	-	309,208	309,208	-	-
Pct. 3 - Landfill	-	684,689	-	-	684,689	684,689	-	-
Pct. 4 - Landfill	-	129,685	-	-	129,685	129,685	-	-
Health and welfare								
Health Dept - Pharr	-	-	-	-	-	-	-	-
Health Dept - Edinburg	-	126,715	-	-	126,715	126,715	-	-
Health Dept - McAllen	-	95,942	-	-	95,942	95,942	-	-
Health Dept - Weslaco	-	80,606	-	-	80,606	80,606	-	-
Health Dept - Other equipment	250,000	145,385	-	-	145,385	145,385	-	-
Health Dept - Mission	-	165,157	-	-	165,157	165,157	-	-
Health Dept - Elsa	-	22,557	-	-	22,557	22,557	-	-
Health Dept - Hidalgo	-	35,507	-	-	35,507	35,507	-	-
Mansion-building add & renov	-	450,069	-	-	450,069	450,069	-	-
Head Start Kitchen	-	771,140	-	-	771,140	771,140	-	-
Urban and economic development								
Pct. 1 CRC Progreso - building add & renov	-	94,550	-	-	94,550	94,550	-	-
Issuance costs	611,282	611,282	-	-	611,282	611,282	-	-
Transfer Out - Capital Outlay	1,900,000	2,277,257	-	-	2,268,217	2,268,217	-	9,040
Transfer Out - TXDOT Projects	2,453,000	4,470,203	-	50,226	4,139,565	4,189,791	-	280,412
Total F1336 - Cert. of Oblig., Series 2006	26,623,867	42,547,846	90,864	520,792	38,923,318	39,444,110	1,424,165	1,679,571

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Drainage Improvement	2,856,000	1,240,036	-	-	1,216,133	1,216,133	-	23,903
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	1,144,000	1,144,000	-	-	1,117,000	1,117,000	27,000	-
Pct. 1 W Mile 4 W (Mile 12 N to Mile13½ N) Drainage	-	499,632	-	-	499,632	499,632	-	-
Pct. 1 20 miles of 80.25 miles Drainage	-	967,221	-	-	967,221	967,221	-	-
Pct. 1 Pond (Mile 21 N & Mile 5½ W)	-	108,857	-	-	108,857	108,857	-	-
Pct. 1 Victoria (Mile 9½ N to Mile 12 N) - Road	-	-	-	-	-	-	-	-
Pct. 1 E Mile 4 W (US 281 to IBWC) Drainage	-	33,380	-	-	33,380	33,380	-	-
Pct. 1 W Mile 4 W (Mile 15 N to SH 107) Drainage	-	15,282	-	-	15,282	15,282	-	-
Pct. 1 Estancia Drainage	-	44,228	-	-	32,065	32,065	12,163	-
Pct. 1 Olivares #2 & Chapa #2 Drainage	-	38,135	-	-	38,135	38,135	-	-
Pct. 1 E Mile 4 W (Mile 12 N to Mile 13½ N) Drainage	-	56,429	-	-	49,847	49,847	6,581	-
Pct. 1 W Mile 4 W (SH 107 to FM 1925) Drainage	-	98,823	-	-	98,823	98,823	-	-
Pct. 1 W Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	35,963	-	-	35,963	35,963	-	-
Pct. 1 W FM 493 (IBWC to US 83) Drainage	-	69,316	-	-	69,316	69,316	-	-
Pct. 1 W Mile 5 W (Mile 20 N to FM 2812) Drainage	-	16,400	-	-	16,400	16,400	-	-
Pct. 1 E Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	16,773	-	-	16,773	16,773	-	-
Pct. 1 E Mile 4 W (Mile 10 N to Mile 12 N) Drainage	-	22,936	-	-	22,936	22,936	-	-
Pct. 1 E Mile 4 W (US 83 to Mile 10 N) Drainage	-	103,877	-	-	103,877	103,877	-	-
Pct. 1 E Mile 2 W (FM 1925 to FM 1921) Drainage	-	11,218	-	-	11,218	11,218	-	-
Pct. 1 E Mile 4 W (SH 107 to FM 1925) Drainage	-	60,949	-	-	60,949	60,949	-	-
Pct. 1 E Mile 4 W (Mile 15 N to SH 107) Drainage	-	13,036	-	-	13,036	13,036	-	-
Pct. 1 W Mile 4 W (IBWC to US 83) Drainage	-	163	-	-	163	163	-	-
Pct. 1 Bar Ditches	-	267,799	-	-	267,799	267,799	-	-
Pct. 1 La Villa Drain	-	58,507	-	-	58,507	58,507	-	-
Pct. 1 Weslaco Drain	-	7,301	-	-	7,301	7,301	-	-
Pct. 1 IBWC Floodway	-	20,280	-	-	20,280	20,280	-	-
Pct. 1 Mercedes Lateral	-	1,375	-	-	1,375	1,375	-	-
Pct. 1 HCCID#9 Drain Channel-Drainage	-	48,084	-	-	48,084	48,084	-	-
Pct. 2 Tower Road (Moore to Balli)	-	365,090	-	-	276,057	276,057	25,578	63,454
Pct. 2 Tower Road Drainage (El Gato to Rancho Blanco)	-	549,619	-	-	549,619	549,619	-	-
Pct. 2 Drainage Improvement	4,000,000	274,168	-	-	274,168	274,168	-	-
Pct. 2 L.J. Drainage (S of Owassa)	-	880,709	-	-	805,127	805,127	-	75,583
Pct. 2 Cesar Chavez Drainage (1Mile E Tower)	-	1,138,711	-	-	894,386	894,386	96,134	148,191
Pct. 2 Southfork Estates Drainage	-	675,723	-	27,670	555,650	583,319	85,782	6,622
Pct. 2 L.J. Pond	-	330,695	-	-	330,688	330,688	-	6
Pct. 2 Tower Road Crossing-Drainage	-	73,578	-	-	68,429	68,429	5,149	-
Pct. 3 La Homa (SH 495 to FM 1924) - Road	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 Drainage Improvement	4,000,000	2,619,526	-	-	2,188,151	2,188,151	-	431,375
Pct. 3 Moore Field / Mile 5 N Drainage	-	108,617	-	-	108,617	108,617	-	-
Pct. 3 Prairie View Heights PH I Drainage	-	238,720	-	-	220,788	220,788	17,931	-
Pct. 3 Prairie View Heights PH II Drainage	-	300,000	-	-	21,243	21,243	41,270	237,487
Pct. 3 Stewart Road Outfall	-	350,000	55,405	66,493	36,983	103,477	202,703	43,820
Pct. 3 Acevedo Subd#4 & Monte Bonito Subd Outfall	-	147,912	-	-	147,912	147,912	-	-
Pct. 3 Bentsen Palm Drive-Drainage	-	386,774	-	-	386,774	386,774	-	-
Pct. 3 Mile 2 N & Abram Road-Drainage	-	144,470	-	-	144,470	144,470	-	-
Pct. 3 Moorefield-La Suena-Drainage	-	28,959	-	-	28,959	28,959	-	-
Pct. 4 Drainage Improvement	8,000,000	1,022,390	-	-	1,022,390	1,022,390	-	-
Pct. 4 Aguilar Pond	-	1,229,636	-	-	1,229,636	1,229,636	-	-
Pct. 4 Fike Pond	-	763,067	-	-	763,067	763,067	-	-
Pct. 4 Alamo Acres Pocket Drainage	-	125,967	-	-	125,967	125,967	-	-
Pct. 4 Damian Acres Pocket Drainage	-	123,657	-	-	123,597	123,597	-	60
Pct. 4 Diana Estates Pocket Drainage	-	36,643	-	-	36,643	36,643	-	-
Pct. 4 Kaylen Heights Pocket Drainage	-	236,651	-	-	236,651	236,651	-	-
Pct. 4 Owassa Acres Pocket Drainage	-	2,250	-	-	2,250	2,250	-	-
Pct. 4 Tower Road (Alberta to Trenton) Pocket Drainage	-	10,300	-	-	10,300	10,300	-	-
Pct. 4 FM 2812 & FM 493 Pocket Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Holmes Road Pocket Drainage	-	4,000	-	-	4,000	4,000	-	-
Pct. 4 Dickerson Pond	-	3,768,283	-	-	3,765,447	3,765,447	-	2,836
Pct. 4 North Branch Drain	-	672,715	-	-	672,668	672,668	-	46
Pct. 4 San Carlos Drain	-	62,337	-	-	62,337	62,337	-	-
Pct. 4 Schunior Drain	-	65,050	-	-	65,050	65,050	-	-
Pct. 4 Curry Drain	-	97,289	-	-	97,289	97,289	-	-
Pct. 4 Tex - Mex Drain	-	7,500	-	-	7,500	7,500	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	67,278	-	-	67,278	67,278	-	-
Pct. 4 Alberta Road Pocket Drainage	-	-	-	-	-	-	-	-
Pct. 4 Hoehn Sub Pocket Drainage	-	13,900	-	-	13,900	13,900	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to June 30, 2013

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Pct. 4 Tex - Mex Road & SH 107 Pocket Drainage	-	6,212	-	-	6,212	6,212	-	-
Pct. 4 Trenton & Alamo Road Pocket Drainage	-	9,145	-	-	9,145	9,145	-	-
Pct. 4 Owassa Road(Alamo-Cesar Chavez) Pocket Drainage	-	7,235	-	-	7,235	7,235	-	-
Pct. 4 Guerra Pond	-	248,159	-	-	248,159	248,159	-	-
Pct. 4 Verle Cray Curry Rd Pond	-	140,034	-	-	140,034	140,034	-	-
Pct. 4 Verle Cray Curve Rd Pond	-	121,718	-	-	121,718	121,718	-	-
Pct. 4 Dickerson Pond to Schunior Drain	-	49,200	-	-	49,200	49,200	-	-
Pct. 4 Diana Estates to Curry Drain	-	46,991	-	-	46,991	46,991	-	-
Pct. 4 Gonzalez Pond	-	145,066	-	-	145,066	145,066	-	-
Pct. 4 Hoehn Drain	-	43,390	-	-	43,390	43,390	-	-
Pct. 4 Tower Heights Drainage	-	5,919	-	-	5,919	5,919	-	-
Pct. 4 Bandera Estates Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Alamo & Mile 17½ Drainage	-	2,200	-	-	2,200	2,200	-	-
Pct. 4 Trenton Drain	-	90,982	-	-	90,982	90,982	-	-
Pct. 4 Four Queens Subdivision Drainage	-	5,695	-	-	5,695	5,695	-	-
Pct. 4 Faysville Pump	-	35,216	-	-	35,216	35,216	-	-
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Transfers Out - TXDOT Projects	-	1,078,759	-	55,960	866,198	922,158	-	156,601
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,810,367	55,405	150,123	22,949,968	23,100,091	520,292	1,189,984

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
By Precincts	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Pct. 1 Drainage Projects	2,856,000	3,856,000	-	-	3,813,353	3,813,353	18,744	23,903
Pct. 1 Road Projects	1,144,000	1,144,000	-	-	1,117,000	1,117,000	27,000	-
Pct. 1 TXDOT Road Projects	-	103,058	-	-	4,988	4,988	-	98,071
Total Pct. 1	4,000,000	5,103,058	-	-	4,935,340	4,935,340	45,744	121,974
Pct. 2 Drainage Projects	4,000,000	3,923,204	-	27,670	3,478,068	3,505,738	187,065	230,402
Pct. 2 Road Projects	-	365,090	-	-	276,057	276,057	25,578	63,454
Pct. 2 TXDOT Road Projects	-	413,046	-	-	357,015	357,015	-	56,031
Total Pct. 2	4,000,000	4,701,339	-	27,670	4,111,140	4,138,809	212,643	349,887
Pct. 3 Drainage Projects	4,000,000	4,324,977	55,405	66,493	3,283,898	3,350,391	261,905	712,682
Pct. 3 Road Projects	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 TXDOT Road Projects	-	552,145	-	55,960	495,794	551,755	-	390
Total Pct. 3	4,000,000	5,232,350	55,405	122,453	4,134,921	4,257,374	261,905	713,072
Pct. 4 Drainage Projects	8,000,000	9,275,675	-	-	9,272,732	9,272,732	-	2,943
Pct. 4 Road Projects	-	-	-	-	-	-	-	-
Pct. 4 TXDOT Road Projects	-	10,510	-	-	8,401	8,401	-	2,109
Total Pct. 4	8,000,000	9,286,185	-	-	9,281,134	9,281,134	-	5,052
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,810,367	55,405	150,123	22,949,968	23,100,091	520,292	1,189,984

County of Hidalgo, Texas
Budget Status by Project
Fund 1341 - Certificates of Obligation, Series 2009B&C
Project Inception to June 30, 2013

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Highways and streets								
Pct. 4 10th (SH 107 to FM 1925) - ROW	-	621,824	35,026	72,192	210,737	282,929	338,752	143
Pct. 4 FM 1925 (Kenyon to FM 907) - aid to other govt.	-	245,265	5,168	11,478	-	11,478	209,562	24,225
Raymondville Drain	7,350,000	8,090,291	-	-	7,427,342	7,427,342	662,949	-
J-09 Drainage Project	2,750,000	1,255,521	-	-	1,238,447	1,238,447	17,074	-
HCDD#1 - machinery & equipment	2,014,242	1,652,625	-	-	1,649,635	1,649,635	2,990	-
Issuance costs	280,292	339,887	-	-	339,887	339,887	-	-
Transfer out - TXDOT	-	289,888	-	-	-	-	-	289,888
Total F1341 - Cert. of Oblig., Series 2009B&C	12,394,534	12,495,302	40,194	83,670	10,866,049	10,949,719	1,231,327	314,256

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to June 30, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Pct. 2 JP/Constables - buildings	-	5,189	-	-	5,189	5,189	-	-
Fac Mgmt - Courthouse - 100 N Closner - bldg add&renov	3,615,000	92,724	92,724	92,724	-	92,724	-	-
Pct. 2 Tax Office - buildings	-	5,189	-	-	5,189	5,189	-	-
Pct. 4 CRC Sunflowers / SH 107 - buildings	-	75,000	-	-	-	-	-	75,000
Pct. 4 Restitution Center - 1124 M. Road- bldg add & renov	-	238,413	-	1,415	84,931	86,346	19,623	132,444
Pct. 4 Motor Pool - 1124 M. Road - buildings	-	294,785	-	-	-	-	180,666	114,119
Ebony Plaza - 9805 N 10th - buildings	-	1,090,563	-	-	1,085,393	1,085,393	-	5,170
Courthouse - buildings	-	808,665	-	-	-	-	-	808,665
Fac Mgmt - Admin Building - 100 E Cano - bldg add&renov	3,481,000	3,088,527	-	-	-	-	-	3,088,527
Fac Mgmt - Mediplex - 1615 S Closner - buildings	2,850,000	5,700	-	-	-	-	-	5,700
Fac Mgmt - Courts Modular - buildings	-	2,740,584	510,386	910,427	1,445,121	2,355,549	258,028	127,008
Public safety			-					
Fac Mgmt - Constable Pct. 1 - Other structures	-	202,000	1,180	13,048	-	13,048	164,809	24,143
Fac Mgmt - Morgue/old Juv Det-3100 S Bus 281-bldg add&renov	760,000	924,379	15,485	98,587	744,144	842,731	46,778	34,870
Sheriff Substation Pct. 1 - buildings	1,275,000	1,287,595	-	76,624	1,187,157	1,263,781	10,831	12,983
Highways and streets								
Pct. 1 Roads	3,817,994	1,167,214	-	-	1,132,759	1,132,759	11,948	22,507
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	566,680	10,000	10,000	547,135	557,135	9,545	-
Pct. 1 Mile 17 N (FM 88 to FM 1015) - roads	182,006	1,097,675	10,189	16,439	1,015,016	1,031,455	16,408	49,811
Pct. 1 Pleasantview (S. 11 to 34 st)	-	149,974	-	-	149,974	149,974	-	-
Pct. 1 Bar Ditches	-	256,133	-	-	256,133	256,133	-	-
Pct. 1 HCCID#9 Channels	-	146,036	-	-	146,036	146,036	-	-
Pct. 1 Colonia Lucero Del Norte	-	56,921	-	-	51,540	51,540	5,381	-
Pct. 1 Colonia Adams & Black	-	36,695	-	-	26,755	26,755	9,940	-
Pct. 1 Valdez (Armando to Drain Ditch) - roads	-	73,495	-	-	73,495	73,495	-	-
Pct. 1 Minnesota (Goolie to Dillon) - roads	-	70,838	-	-	66,112	66,112	-	4,726
Pct. 1 Mile 2 E (BUS 83 to M 6 N) - Roads	-	48,440	-	-	19,893	19,893	-	28,547
Pct. 1 Mile 9 N (Mile 2 W to Mile 3 W)	-	87,677	-	-	-	-	-	87,677
Pct. 2 New Admin Building	-	26,813	-	-	25,568	25,568	-	1,244
Pct. 2 Tower Road (Moore to Bali) - roads	1,200,000	349,025	-	4,050	253,150	257,200	42,875	48,950
Pct. 2 L.J. Drain (S of Owassa)	-	254,720	-	-	211,027	211,027	-	43,693
Pct. 2 Cesar Chavez Drain	-	286,544	-	-	276,544	276,544	-	10,000
Pct. 2 Tower Road (Owassa to Alamo City Limit) - roads	1,000,000	468,871	-	-	347,079	347,079	75,653	46,139
Pct. 2 Compound - mechanic shop - land	625,000	609,499	-	-	168,526	168,526	-	440,973
Pct. 2 Cesar Chavez (Owassa to Sioux) - roads	1,000,000	-	-	-	-	-	-	-
Pct. 2 Minnesota Drain	-	870,660	27,567	91,979	398,060	490,039	50,252	330,369
Pct. 3 La Homa Road (SH 495 to FM 1924)	2,600,000	988,048	-	129,388	637,539	766,927	216,073	5,048
Pct. 3 Admin Facilities - ROW/Planning - buildings	1,060,000	-	-	-	-	-	-	-
Pct. 3 Drainage Equipment Yard - land	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Mile 2 N (Moorefield to La Homa)-roads	-	532,863	-	2,294	304,593	306,887	225,976	-
Pct. 3 Mile 2 N (Moorefield to Inspiration)-aid to other govt	-	456,500	-	7,870	267,136	275,006	74,338	107,156
Pct. 3 Liberty/Tom Gill (US 83 to FM 2221) -roads	-	567,770	-	238,343	210,823	449,166	118,604	-
Pct. 3 US 83/La Joya Relief Route-aid to other govt	-	200,000	-	-	74,961	74,961	39	125,000
Pct. 4 Drainage Improvement	2,600,000	1,369	-	-	-	-	-	1,369
Pct. 4 Aguilar Pond	-	-	-	-	-	-	-	-
Pct. 4 Fike Pond	-	41,402	-	-	32,551	32,551	8,851	-
Pct. 4 Alamo Acres Pocket Drainage	-	36	-	-	-	-	-	36
Pct. 4 Damian Acres Pocket Drainage	-	60	-	-	-	-	-	60
Pct. 4 Diana Estates Pocket Drainage	-	101	-	-	53	53	-	48
Pct. 4 Kaylen Heights Pocket Drainage	-	4,864	-	-	4,864	4,864	-	-
Pct. 4 Dickerson Pond	1,400,000	2,743,784	-	-	2,681,562	2,681,562	-	62,222
Pct. 4 North Branch Drain	-	676,138	-	-	663,880	663,880	-	12,258
Pct. 4 San Carlos Drain	-	100	-	-	-	-	-	100
Pct. 4 Schunior Drain	-	45,200	-	-	43,260	43,260	-	1,940
Pct. 4 Curry Drain	-	14,891	-	-	14,891	14,891	-	-
Pct. 4 Tex - Mex Drain	-	2,400	-	-	2,400	2,400	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	103	-	-	35	35	-	68
Pct. 4 Hoehn Subdivision-Drainage	-	941	-	-	941	941	-	-
Pct. 4 Hoehn Drain	-	2,617	-	-	2,617	2,617	-	-
Pct. 4 Tower Heights Drainage	-	1,600	-	-	1,600	1,600	-	-
Pct. 4 Bandera Estates Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Trenton Drain	-	55,227	-	-	55,227	55,227	-	-
Pct. 4 Four Queens Subdivision Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Faysville Pump	-	117,532	-	-	117,532	117,532	-	-
Pct. 4 New shop-Doolittle	-	52,727	-	2,242	36,433	38,675	14,052	-
Pct. 4 FM 1925 (Kenyon to FM 907) - aid to other govt	-	600,560	22,005	315,565	85,548	401,113	199,447	-
Pct. 4 New Administration Building 2-Doolittle	-	118,536	-	6,784	93,173	99,957	18,579	-
Pct. 4 New Warehouse-Doolittle	-	2,917	-	-	1,750	1,750	1,167	-
Pct. 4 FM1017(0.1M W-0.8M W of US 281) - aid to other govt	-	144,475	-	130,920	7,908	138,828	5,648	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to June 30, 2013

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Sanitation								
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Health and welfare								
Pct. 2 WIC/HHS - buildings	-	10,378	-	-	10,378	10,378	-	-
Culture - recreation								
Pct. 2 Lopezville Park	175,000	249,440	-	-	129,324	129,324	120,115	-
Pct. 4 Linn-San Manuel Brewster Park	-	175,000	-	-	-	-	-	175,000
Issuance Costs	476,190	453,042	-	-	453,042	453,042	-	-
Transfers Out - Capital Outlay	-	225,000	-	-	225,000	225,000	-	-
Transfers Out - TXDOT Projects	-	2,156,973	-	134,449	166,455	300,905	-	1,856,068
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	689,535	2,283,145	16,401,893	18,685,038	1,905,626	7,891,526

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
By Departments	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Election Warehouse - Capital Outlay	-	225,000	-	-	225,000	225,000	-	-
Executive Office - Ebony Plaza	-	1,090,563	-	-	1,085,393	1,085,393	-	5,170
Executive Office - Courthouse	-	808,665	-	-	-	-	-	808,665
Facilities Mgmt	10,706,000	7,053,913	619,775	1,114,785	2,189,266	3,304,051	469,615	3,280,247
Sheriff Pct. 1 Substation	1,275,000	1,287,595	-	76,624	1,187,157	1,263,781	10,831	12,983
Total Other Departments	11,981,000	10,465,736	619,775	1,191,409	4,686,816	5,878,224	480,446	4,107,066
Pct. 1 Drainage Projects	-	402,169	-	-	402,169	402,169	-	-
Pct. 1 Road Projects	4,000,000	3,355,609	20,189	26,439	3,082,679	3,109,118	53,222	193,269
Pct. 1 TXDOT Road Projects	-	242,223	-	17,778	-	17,778	-	224,445
Total Pct. 1	4,000,000	4,000,000	20,189	44,217	3,484,847	3,529,065	53,222	417,713
Pct. 2 Drainage Projects	-	1,411,924	27,567	91,979	885,631	977,609	50,252	384,063
Pct. 2 Road Projects	3,200,000	817,896	-	4,050	600,229	604,279	118,528	95,089
Pct. 2 New Office Complex	-	47,569	-	-	46,325	46,325	-	1,244
Pct. 2 Mechanic Shop	625,000	609,499	-	-	168,526	168,526	-	440,973
Pct. 2 L.J. Park	175,000	249,440	-	-	129,324	129,324	120,115	-
Pct. 2 TXDOT Road Projects	-	1,013,673	-	-	125,323	125,323	-	888,350
Total Pct. 2	4,000,000	4,150,000	27,567	96,029	1,955,357	2,051,386	288,896	1,809,718
Pct. 3 Drainage Projects	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Road Projects	2,600,000	2,745,181	-	377,895	1,495,052	1,872,947	635,030	237,204
Pct. 3 ROW/Planning Buildings	1,060,000	-	-	-	-	-	-	-
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Pct. 3 TXDOT Road Projects	-	901,078	-	116,671	41,133	157,804	-	743,274
Total Pct. 3	4,000,000	4,000,000	-	494,566	1,888,040	2,382,606	635,030	982,364
Pct. 4 CRC Sunflowers / SH 107 - buildings	-	75,000	-	-	-	-	-	75,000
Pct. 4 Restitution Center - 1124 M. Road- bldg add & renov	-	238,413	-	1,415	84,931	86,346	19,623	132,444
Pct. 4 Motor Pool - 1124 M. Road- buildings	-	294,785	-	-	-	-	180,666	114,119
Pct. 4 Drainage Projects	4,000,000	3,711,000	-	-	3,624,047	3,624,047	8,851	78,102
Pct. 4 Road Projects	-	745,035	22,005	446,485	93,456	539,941	205,095	-
Pct. 4 New Shop-Doolittle	-	52,727	-	2,242	36,433	38,675	14,052	-
Pct. 4 New Administration Building 2-Doolittle	-	118,536	-	6,784	93,173	99,957	18,579	-
Pct. 4 New Warehouse-Doolittle	-	2,917	-	-	1,750	1,750	1,167	-
Pct. 4 Linn - San Manuel Brewster Park	-	175,000	-	-	-	-	-	175,000
Pct. 4 TXDOT Road Projects	-	-	-	-	-	-	-	-
Total Pct. 4	4,000,000	5,413,413	22,005	456,925	3,933,791	4,390,716	448,033	574,664
Issuance costs	476,190	453,042	-	-	453,042	453,042	-	-
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	689,535	2,283,145	16,401,893	18,685,038	1,905,626	7,891,526

County of Hidalgo, Texas
Project Summary
Pct. 2 New Administration Office - Complex
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1100	-	61,080	61,080	**61,080**	-	-
F1200	-	31,529	31,529	**31,529**	-	-
F1287	-	822,375	822,375	**822,375**	-	-
F1332	-	392,492	392,492	**392,492**	-	-
F1334	1,500,000	2,149,471	3,649,471	**3,625,018**	10,600	13,852
F1336	-	1,371,505	1,371,505	**1,371,505**	-	-
F1342	-	47,569	47,569	**46,325**	-	1,244
Total	1,500,000	4,876,020	6,376,020	**6,350,324**	10,600	15,096

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
A Clean Portoco	-	**-**	**-**	-	**-**	-	-
Atlas & Hall LLP	-	427,769	-	-	**427,769**	-	427,769
Calence LLC DBA Insight Network	-	20,379	13,323	6,939	**40,641**	-	40,641
Central Fence & Supply, Ltd.	-	9,831	-	-	**9,831**	-	9,831
City of Pharr	16,910	11,217	10,248	26,871	**65,246**	-	65,246
D. Wilson Construction Company	1,293,891	1,137,904	1,018,408	1,736,528	**5,186,730**	-	5,186,730
Hidalgo County Clerk's Office	26	12	19	39	**96**	-	96
Hidalgo County Drainage District	67	31	50	101	**250**	-	250
Hidalgo County Irrigation	-	250	-	-	**250**	-	250
Leonel Garza JR. & Associates	-	1,000	-	-	**1,000**	1,000	2,000
Magic Valley Electric Co-op	2,339	2,339	2,339	4,678	**11,695**	-	11,695
Millenium Engineers Group, Inc.	20,571	18,629	15,981	24,537	**79,718**	-	79,718
R. Gutierrez Engineering Corp.	12,348	16,949	9,211	18,592	**57,100**	9,600	66,700
Starr Telecommunications, Etc.	37,998	21,698	22,301	15,018	**97,015**	-	97,015
VA Architecture, Inc.	92,542	80,506	72,494	126,441	**371,984**	-	371,984
Valley Land Title Co., Escrow Agent	-	1,000	-	-	**1,000**	-	1,000
Total	1,476,690	1,749,514	1,164,374	1,959,746	**6,350,324**	10,600	6,360,924

Funds	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
F1100	3,500	**-**	35,623	21,957	**61,080**	-	61,080
F1200	**-**	31,529	-	**-**	**31,529**	-	31,529
F1287	96,496	421,299	123,669	180,911	**822,375**	-	822,375
F1332	-	-	392,492	**-**	**392,492**	-	392,492
F1334	**-**	1,271,118	607,401	1,746,499	**3,625,018**	10,600	3,635,618
F1336	1,371,505	-	-	**-**	**1,371,505**	-	1,371,505
F1342	5,189	25,568	5,189	10,378	**46,325**	-	46,325
Total	1,476,690	1,749,514	1,164,374	1,959,746	**6,350,324**	10,600	6,360,924

FUNDS FROM 1287 EECBG	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
Energy Conservation Supply	**-**	32,467	27,174	84,416	**144,057**	-	144,057
Wind Turbines/Photovoltaic	**-**	292,337	-	-	**292,337**	-	292,337
Solar Energy System	96,496	96,495	96,495	96,495	**385,981**	-	385,981
Total	96,496	421,299	123,669	180,911	**822,375**	-	822,375

County of Hidalgo, Texas
Project Summary
Pct.4 New Multi-Purpose Facility, Mechanical Shop, and Warehouse Building
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1342	-	174,180	174,180	**140,382**	33,798	-
Total	-	174,180	174,180	**140,382**	33,798	-

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	Mechanical Shop	Multi-Purpose Facility	Warehouse	**Total**		
Aim Media Texas Operating, LLC	835	835	-	**1,671**	-	1,671
Dos Land Surveying	-	17,795	-	**17,795**	-	17,795
Ero International, LLP	23,122	54,081	-	**77,202**	12,798	90,000
L & G Engineering Laboratory, LLC	-	10,778	-	**10,778**	-	10,778
Prodigy Construction Management, LLC	14,000	15,750	1,750	**31,500**	21,000	52,500
The Monitor	718	718	-	**1,436**	-	1,436
Total	38,675	99,957	1,750	**140,382**	33,798	174,180

County of Hidalgo, Texas
Project Summary
Sheriff Substation Precinct 1
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1302	245,935	233	246,168	**246,168**	-	-
F1336	3,000,000	(5,119)	2,994,881	**2,852,129**	142,752	-
F1342	1,275,000	12,595	1,287,595	**1,263,781**	10,831	12,983
Total	4,520,935	7,709	4,528,644	**4,362,078**	153,583	12,983

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	F1302	F1336	F1342	**Total**		
AL3 Enterprises, LLC	-	-	76,552	**76,552**	3,479	80,031
Atlas & Hall, LLP	1,823	-	-	**1,823**	-	1,823
D. Wilson Construction Company	-	2,261,650	1,076,307	**3,337,957**	52,043	3,390,000
Dos Logistics, Inc.	-	123,639	2,244	**125,883**	4,880	130,763
Frontera Materials, Inc.	-	16,105	6,774	**22,879**	-	22,879
Gignac & Associates, LLP	-	271,420	-	**271,420**	85,829	357,249
Hidalgo County Clerk's Office	-	-	60	**60**	-	60
L & G Engineering Laboratory, LLC	-	76,176	-	**76,176**	-	76,176
L & R Precast Concrete Works, Inc.	-	-	-	**-**	-	-
Magic Valley Concrete Ltd	-	-	380	**380**	-	380
Matt's Cash & Carry	-	-	455	**455**	-	455
Miller, C.E. & Nancy	241,845	-	-	**241,845**	-	241,845
North Alamo Water Supply	-	-	3,490	**3,490**	-	3,490
Pavement Markings, Inc.	-	1,439	-	**1,439**	-	1,439
Prodigy Construction Management, LLC	-	101,700	-	**101,700**	-	101,700
Rio Delta Surveying	1,500	-	-	**1,500**	-	1,500
Rio Valley Pipe, LLC	-	-	44,453	**44,453**	-	44,453
Starr Telecommunications, Etc.	-	-	49,014	**49,014**	7,352	56,367
Universal Truckers, Inc.	-	-	4,051	**4,051**	-	4,051
Valley Land Title Co., Escrow Agent	1,000	-	-	**1,000**	-	1,000
Total	246,168	2,852,129	1,263,781	**4,362,078**	153,583	4,515,661

County of Hidalgo, Texas
Project Summary
Precinct 1 - Roads
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	523,627	4,023,627	**4,018,236**	-	5,391
F1332	3,500,000	(613,596)	2,886,404	**2,886,404**	-	-
F1334	1,800,000	(108,938)	1,691,062	**1,683,243**	-	7,819
F1336	3,819,000	(414,301)	3,404,699	**3,285,200**	-	119,499
F1342	3,817,994	(2,650,780)	1,167,214	**1,132,759**	11,948	22,507
Total	16,436,994	(3,263,988)	13,173,006	**13,005,843**	11,948	155,215

Vendor	Expenditures						Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	F1342	**Total**		
Act Pipe & Supply	-	-	-	14,539	825	**15,364**	-	15,364
Alamo Concrete Products Ltd.	-	-	-	-	10,240	**10,240**	-	10,240
Alamo Sales Corporation	-	-	-	-	102,000	**102,000**	-	102,000
Alcocer Garcia Associates Design Consulting	-	-	2,500	-	-	**2,500**	-	2,500
Anderson Equipment Co., Inc.	-	-	74,624	103,088	-	**177,712**	-	177,712
Chemical Lime, Ltd.	-	-	-	990	-	**990**	-	990
City of Mercedes	-	312,342	-	-	-	**312,342**	-	312,342
Closner Equipment Co.	-	-	-	266,615	-	**266,615**	-	266,615
Dirt Depot & Supplies, Inc.	520	-	-	-	-	**520**	-	520
Dos Land Surveying	-	-	-	38,666		**38,666**	-	38,666
Dos Logistics, Inc.	-	-	-	88,057	-	**88,057**	-	88,057
Dubose Interests, LLC	-	-	-	10,810	-	**10,810**	-	10,810
EN-1 LLC DBA Roadbond Service Co.	-	-	28,243		-	**28,243**	-	28,243
Frontera Materials, Inc.	789,113	348,179	365,581	1,088,144	199,966	**2,790,983**	11,948	2,802,931
Guerra Construction Co.	-	-	-	-	499,930	**499,930**	-	499,930
Guzman & Munoz Engineering & Surveying					79,200	**79,200**	-	79,200
H & V Equipment, Inc.	-	-	52,681	143,022	-	**195,703**	-	195,703
Hanson Pipe & Precast, Inc.	-	-	-	1,392	17,012	**18,404**	-	18,404
Hughes Supply, Inc.	20,990	6,474	-	-	-	**27,464**	-	27,464
Ingram Compaction, LLC	-	-	-	123,052	-	**123,052**	-	123,052
Internal Revenue Service	-	-	13,533	-	-	**13,533**	-	13,533
International Roadbond Ltd.	-	-	-	19,950	-	**19,950**	-	19,950
Javier Hinojosa Engineering	-	-	-	60,627	-	**60,627**	-	60,627
J.R. Construction	46,575	-	-	-	-	**46,575**	-	46,575
John Blackstead DBA PMI	-	-	75,192	-	-	**75,192**	-	75,192
John Deere Co.,	-	-	-	-	58,346	**58,346**	-	58,346
Koch Material Co.,	85,483	55,696	-	-	-	**141,179**	-	141,179
Lansdowne-Moody Co., Inc.	-	-	-	69,561	-	**69,561**	-	69,561
L & G Engineering Laboratory, LLC	-	-	-	29,386	3,969	**33,354**	-	33,354
Magic Valley Concrete, Ltd.	-	-	-	-	539	**539**	-	539
Martin Marietta Materials Southwest, Ltd.	-	-	-	82,812	17,229	**100,041**	-	100,041
M.C. Hauling Services	60,416	-	-	-	-	**60,416**	-	60,416
Moya Dump Truck	33,853	-	-	-	-	**33,853**	-	33,853
National Waterworks	-	-	8,428	2,502	-	**10,930**	-	10,930
Pavement Markings, Inc.	92,430	46,533	46,989	63,690	11,965	**261,607**	-	261,607
Performance Grade Asphalt, LLC	-	-	13,464	61,547	-	**75,011**	-	75,011
Philpott Motors, Ltd.	-	-	-	22,540	-	**22,540**	-	22,540
Power Pro Concrete Cutting, LLC	-	-	-	1,288	-	**1,288**	-	1,288
PSI Professional Services Industries	-	3,893	-	-	-	**3,893**	-	3,893
Professional Service Industries, Inc.	-	4,222	10,618	-	-	**14,840**	-	14,840
Quintanilla, Headly & Associates, Inc.	353,356	-	-	-	-	**353,356**	-	353,356
Raba-Kistner Consultants, Inc.	1,397	-	-	-	-	**1,397**	-	1,397
Rental Service Corporation	1,640	-	-	-	-	**1,640**	-	1,640
Rio Valley Pipe, LLC	-	-	9,357	1,544	11,695	**22,596**	-	22,596
Rodriguez Engineering	700,940	303,944	85,938	259,862	-	**1,350,684**	-	1,350,684
Rush Truck Center	-	-	135,566	257,152	-	**392,718**	-	392,718
S & G Paving Co.,	488,042	1,147,810	300,099	-	-	**1,935,951**	-	1,935,951
Sascon, Inc.	337,042	360,596	-	-	-	**697,638**	-	697,638
Seiver Implement Co.,	-	-	57,129	-	-	**57,129**	-	57,129
Superior Disposal Systems	-	18,000	-	-	-	**18,000**	-	18,000
TEDSI Infrastructure Group, Inc.	645,781	-	258,989	-	-	**904,769**	-	904,769
Texas Department of Transportation	-	4,000	-	-	-	**4,000**	-	4,000
The Monitor	6,429	2,622	1,462	-	-	**10,512**	-	10,512
Triple R Trucking, Inc.	158,736	-	-	-	-	**158,736**	-	158,736
Universal Truckers, Inc.	187,126	237,008	138,895	473,412	75,094	**1,111,536**	-	1,111,536
Valley Caliche Products, Inc.	4,164	35,083	-	-	-	**39,247**	-	39,247
Valley Boring Serivce, LLC	-	-	-	-	44,750	**44,750**	-	44,750
Varmicon Industries, Inc.	4,206	-	3,958	952	-	**9,116**	-	9,116
Total	4,018,236	2,886,404	1,683,243	3,285,200	1,132,759	**13,005,843**	11,948	13,017,791

County of Hidalgo, Texas
Project Summary
Precinct 2 - Roads
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	(1,592,409)	1,907,591	**1,907,591**	-	-
F1332	1,500,000	(1,343,480)	156,520	**156,520**	-	-
F1336	2,000,000	(1,194,442)	805,558	**763,964**	-	41,594
Total	7,000,000	(4,130,331)	2,869,669	**2,828,076**	-	41,594

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1336	**Total**		
Alonzo, Assencion & Maria	10,500	-	-	**10,500**	-	10,500
Anderson Equipment Co., Inc	-	-	103,088	**103,088**	-	103,088
Atlas & Hall, LLP	135	-	-	**135**	-	135
Bill Granot, Inc.	129,637	-	-	**129,637**	-	129,637
Cantu, Mr. & Mrs. Jose C.	13,500	-	-	**13,500**	-	13,500
Central Ready Mix Concrete	2,324	-	-	**2,324**	-	2,324
Connect Infrastructure & Development	18,375	-	-	**18,375**	-	18,375
Contech Construction	81,852	-	-	**81,852**	-	81,852
Delta Specialties Supply	1,320	-	-	**1,320**	-	1,320
Frontera Materials, Inc.	113,635	-	-	**113,635**	-	113,635
H & V Equipment, Inc.	137,131	-	31,757	**168,888**	-	168,888
Hi-Tech Irrigation Inc.	3,437	-	-	**3,437**	-	3,437
Hidalgo County Irrigation	5,095	-	-	**5,095**	-	5,095
Holt Rental Services	676	-	-	**676**	-	676
J-III Concrete Co, Inc.	740	-	-	**740**	-	740
Jimenez, Fernando & Norma	21,261	-	-	**21,261**	-	21,261
KVS Family Limited	40,552	-	-	**40,552**	-	40,552
Lansdowne-Moody Co, Inc	-	-	98,610	**98,610**	-	98,610
Leonel Garza, Jr. & Associates, LLC	14,200	-	-	**14,200**	-	14,200
Lowe's Bus. Account	243	-	-	**243**	-	243
Martinez, Mr. & Mrs. Alberto C.	6,680	-	-	**6,680**	-	6,680
Martin Farm & Ranch Supply	921	-	-	**921**	-	921
McAllen Construction	32,740	-	-	**32,740**	-	32,740
McCoy's Building Supply	1,339	-	-	**1,339**	-	1,339
Montalvo & Ramirez, Law Office of	28,330	-	-	**28,330**	-	28,330
National Waterworks	976	-	-	**976**	-	976
Noe Gonzalez, JNR	1,000	-	-	**1,000**	-	1,000
R. Gutierrez Engineering	62,154	-	-	**62,154**	-	62,154
Rio Valley Pipe, Ltd.	37,950	-	-	**37,950**	-	37,950
Rush Truck Center	-	156,520	259,184	**415,704**	-	415,704
S & G Paving Co.	928,415	-	-	**928,415**	-	928,415
Schuster, Carl & Morley	23,137	-	-	**23,137**	-	23,137
Sea Garden Sales DBA SGS Industrial	42	-	-	**42**	-	42
Shepler's	1,180	-	-	**1,180**	-	1,180
South Texas Land Investigations	25,850	-	-	**25,850**	-	25,850
The Home Depot CRC	643	-	-	**643**	-	643
Texas Department of Transportation	18,531	-	-	**18,531**	-	18,531
Tully A. Mayer Limited	14,992	-	-	**14,992**	-	14,992
Universal Truckers, Inc.	70,171	-	-	**70,171**	-	70,171
Valley Caliche Products, Inc.	737	-	-	**737**	-	737
Valley Hardware Co., Inc.	40	-	-	**40**	-	40
Varmicon Industries, Inc.	43,933	-	-	**43,933**	-	43,933
Vasquez, Exiquio & Irma	2,772	-	-	**2,772**	-	2,772
W.T. Liston Company	10,448	-	-	**10,448**	-	10,448
Waukesha-Pearce Indusries, Inc.	-	-	271,325	**271,325**	-	271,325
Total	1,907,591	156,520	763,964	**2,828,076**	-	2,828,076

County of Hidalgo, Texas
Project Summary
Precinct 3 - Roads
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	155,984	3,655,984	**3,642,690**	13,295	-
F1332	3,248,400	(1,389,299)	1,859,101	**1,859,101**	-	-
F1334	2,800,000	(2,582,385)	217,615	**217,615**	-	-
F1336	3,828,000	(1,927,018)	1,900,982	**1,900,982**	-	-
Total	13,376,400	(5,742,718)	7,633,682	**7,620,388**	13,295	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	8,617	-	-	-	**8,617**	-	8,617
Anderson Equipment Co., Inc.	-	170,694	-	-	**170,694**	-	170,694
Art's A & A Truck City USA	-	26,600	-	-	**26,600**	-	26,600
Asphalt Zipper Inc.	-	-	-	91,807	**91,807**	-	91,807
Atlas & Hall, LLP, Trustee	-	-	200,020	-	**200,020**	-	200,020
Benny's Caliche Hauling Service	-	42,627	-	-	**42,627**	-	42,627
Brigg's Equipment	-	26,000	-	-	**26,000**	-	26,000
Closner Construction Co.	63,558	-	-	-	**63,558**	-	63,558
Cooper Equipment Company	65,358	-	-	-	**65,358**	-	65,358
Dallas Mack Sales LP	-	75,218	-	-	**75,218**	-	75,218
Dickson Equipment Co., Inc.	-	25,367	-	-	**25,367**	-	25,367
Doggett Heavy Machinery Services, Ltd.	-	-	-	645,286	**645,286**	-	645,286
Frontera Materials, Inc.	123,606	178,878	-	-	**302,484**	-	302,484
Grafco Texas, Inc.	-	32,944	-	-	**32,944**	-	32,944
Hinojosa Engineering, Inc.	-	81,694	-	-	**81,694**	-	81,694
Holt Texas Ltd. DBA Holt Power Systems	-	-	-	467,840	**467,840**	-	467,840
Houghes Supply, Inc.	8,654	-	-	-	**8,654**	-	8,654
Houston-Galveston Area Council	-	38,167	-	-	**38,167**	-	38,167
Javier Hinojosa Engineering	329,421	-	-	-	**329,421**	13,295	342,716
J.C. Brown, Inc.	-	48,688	-	-	**48,688**	-	48,688
J.M. Construction, Inc.	-	-	-	204,722	**204,722**	-	204,722
Jimmy Closner & Sons Construction Co.	342,590	-	-	-	**342,590**	-	342,590
John Deere Government & National Sales	10,990	62,031	-	54,259	**127,280**	-	127,280
Koch Material Co.	10,435	-	-	-	**10,435**	-	10,435
La Joya Water Supply Corp.	-	-	3,225	-	**3,225**	-	3,225
L & G Consulting Engineers, Inc.	1,038	107,456	-	3,822	**112,316**	-	112,316
L & R Precast Concrete Works, Inc.	10,820	-	-	-	**10,820**	-	10,820
Mission Paving Co., Inc.	318,963	76,935	-	-	**395,898**	-	395,898
National Waterworks	8,820	-	-	-	**8,820**	-	8,820
Pavement Markings, Inc.	26,553	8,735	-	2,565	**37,853**	-	37,853
Perez Fence Inc.	-	-	14,370	-	**14,370**	-	14,370
Philpott Motors, Ltd.	14,869	35,988	-	-	**50,857**	-	50,857
Raba-Kistner Consultants, Inc.	13,437	3,368	-	-	**16,805**	-	16,805
R.B. Everett	-	48,408	-	-	**48,408**	-	48,408
Rio Valley Pipe, LLC	902	-	-	-	**902**	-	902
Rush Truck Center Pharr Peterbilt	91,619	230,073	-	399,496	**721,188**	-	721,188
Sascon, Inc.	-	353,204	-	-	**353,204**	-	353,204
S & G Paving Co.	1,230,426	80,472	-	-	**1,310,898**	-	1,310,898
Superior Disposal Systems	50,000	-	-	-	**50,000**	-	50,000
Triple R Trucking, Inc.	35,859	8,434	-	-	**44,294**	-	44,294
Universal Truckers, Inc.	5,636	-	-	-	**5,636**	-	5,636
Valley Caliche Products, Inc.	842,097	74,119	-	31,185	**947,401**	-	947,401
Varmicon Industries, Inc.	28,421	-	-	-	**28,421**	-	28,421
Vermeer Equipment of Texas, Inc.	-	23,000	-	-	**23,000**	-	23,000
Total	3,642,690	1,859,101	217,615	1,900,982	**7,620,388**	13,295	7,633,682

County of Hidalgo, Texas
Project Summary
Precinct 4 - Roads
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	-	3,500,000	**3,500,000**	-	-
F1332	1,500,000	(140,103)	1,359,897	**1,359,897**	-	-
F1334	1,200,000	(1,200,000)	-	**-**	-	-
F1336	2,700,000	(275,841)	2,424,159	**2,424,159**	-	-
Total	8,900,000	(1,615,944)	7,284,056	**7,284,056**	-	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	6,623	-	-	-	**6,623**	-	6,623
Acosta, Felipe & Berta	4,690	-	-	-	**4,690**	-	4,690
Aguirre & Patterson Inc.	250	-	-	-	**250**	-	250
Air Burners, LLC	-	-	-	122,763	**122,763**	-	122,763
Atlas & Hall, LLP	-	5,724	-	-	**5,724**	-	5,724
Caldwell Country Chevrolet	-	-	-	88,346	**88,346**	-	88,346
Cantu, Mr. & Mrs. Jose Javier	-	22,455	-	-	**22,455**	-	22,455
Cardenas, Alonzo	-	1,000	-	-	**1,000**	-	1,000
Closner Construction Co.	7,973	-	-	-	**7,973**	-	7,973
Cooper Equipment Company	-	-	-	39,636	**39,636**	-	39,636
Eagle Asphalt Products, Inc.	9,639	-	-	-	**9,639**	-	9,639
Esparza Pest Control	6,010	-	-	-	**6,010**	-	6,010
FESCO, Ltd.	22,500	-	-	-	**22,500**	-	22,500
Frontera Materials, Inc.	506,702	126,228	-	150,190	**783,120**	-	783,120
Garza, Abraham & Nora V.	3,160	-	-	-	**3,160**	-	3,160
Garza, Eliobardo & Maria	4,000	-	-	-	**4,000**	-	4,000
Heina, Marion D. & Lana Sue	-	39,600	-	-	**39,600**	-	39,600
Hidalgo County Pct. 4	(292)	-	-	-	**(292)**	-	(292)
Holt Texas, Ltd.	-	-	-	1,035,211	**1,035,211**	-	1,035,211
Hughes Supply, Inc.	25,030	52,442	-	-	**77,472**	-	77,472
Ibarra, Ignacio & Minerva	3,930	-	-	-	**3,930**	-	3,930
Interstate Trailers, Inc.	-	-	-	49,633	**49,633**	-	49,633
JCJJl, LTD	35,640	-	-	-	**35,640**	-	35,640
J.E. Saenz & Associates, Inc.	-	149,202	-	-	**149,202**	-	149,202
Jenny Durbin Trucking	23,000	-	-	-	**23,000**	-	23,000
Juan D. Salinas, III	-	2,500	-	-	**2,500**	-	2,500
Koch Material Co.	8,024	-	-	-	**8,024**	-	8,024
La Iglesia Central de Edinburg	10,780	-	-	-	**10,780**	-	10,780
Law Offices of M. Mario Garcia, P.C.	-	1,000	-	-	**1,000**	-	1,000
Leonel Garza Jr. & Associates, LLC	750	-	-	-	**750**	-	750
Livesay Law Office	-	1,000	-	-	**1,000**	-	1,000
L & G Engineering Laboratory, LLC	-	3,394	-	-	**3,394**	-	3,394
L & R Precast Concrete Works, Inc.	-	1,465	-	-	**1,465**	-	1,465
Longhorn Paving	6,000	-	-	-	**6,000**	-	6,000
Martin Marietta Materials	29,335	-	-	-	**29,335**	-	29,335
Millenium Engineers Group, Inc.	-	15,939	-	-	**15,939**	-	15,939
Mission Paving Co., Inc.	1,153,602	435,783	-	-	**1,589,385**	-	1,589,385
MSGM, LLC	11,600	-	-	-	**11,600**	-	11,600
National Waterworks	-	15,680	-	-	**15,680**	-	15,680
Pavement Markings, Inc.	64,265	23,074	-	9,880	**97,220**	-	97,220
Performance Grade Asphalt, LLC	-	10,392	-	4,501	**14,893**	-	14,893
Philpott Motors, Ltd.	-	-	-	68,912	**68,912**	-	68,912
Quintanilla, Headley & Associates, Inc.	565,505	-	-	-	**565,505**	-	565,505
Raba-Kistner Consultants	6,019	-	-	-	**6,019**	-	6,019
Ramirez, Lizbeth	-	1,000	-	-	**1,000**	-	1,000
Ramirez, Pilar N.	-	2,500	-	-	**2,500**	-	2,500
Rio Valley Pipe, Ltd.	-	10,650	-	-	**10,650**	-	10,650
Rodriguez, Robert Jr.	-	1,000	-	-	**1,000**	-	1,000
Romco Equipment Co.	-	-	-	148,798	**148,798**	-	148,798
Roy's Hauling Service, Inc.	540,367	150,096	-	-	**690,463**	-	690,463
Rush Truck Centers of Texas, LP	-	-	-	616,688	**616,688**	-	616,688
RRR Development, LP	23,460	-	-	-	**23,460**	-	23,460
Saenz Paving	40,644	-	-	-	**40,644**	-	40,644
Salazar, Roberto	-	1,000	-	-	**1,000**	-	1,000
Salinas, Juan D. III, County Clerk	-	10,000	-	-	**10,000**	-	10,000
Sascon, Inc.	13,300	94,905	-	-	**108,205**	-	108,205
Sector Investments, LLC	13,330	-	-	-	**13,330**	-	13,330
Sesin Engineering	5,714	-	-	-	**5,714**	-	5,714
Share Corp.	-	952	-	-	**952**	-	952
Shuaib, Said Ali & Tawhid	10,490	-	-	-	**10,490**	-	10,490
South Texas Land Investigations	5,000	1,475	-	-	**6,475**	-	6,475
Tamez, Fernando & Maria	9,750	-	-	-	**9,750**	-	9,750
TEDSI Infrastructure Group, Inc.	148,000	-	-	-	**148,000**	-	148,000
Texas Dept of Transportation	1,392	-	-	-	**1,392**	-	1,392
Texas Eastern Transmission, LP	-	15,749	-	-	**15,749**	-	15,749
The Monitor	5,842	5,916	-	-	**11,758**	-	11,758
Triple R Realty & Appraisal Service, Inc.	19,561	1,575	-	-	**21,136**	-	21,136
United Contracting, Inc.	73,284	-	-	-	**73,284**	-	73,284
Unique Utilities Construction	21,995	-	-	-	**21,995**	-	21,995
Universal Truckers Inc.	4,490	2,276	-	-	**6,766**	-	6,766
Valley Caliche Products, Inc.	14,790	145,923	-	-	**160,712**	-	160,712
Valley Land Title Co. Ltd.	26,942	-	-	-	**26,942**	-	26,942
Varmicon Industries, Inc.	6,915	8,003	-	-	**14,918**	-	14,918
Wirtgen America Inc.	-	-	-	89,600	**89,600**	-	89,600
Total	3,500,000	1,359,897	-	2,424,159	**7,284,056**	-	7,284,056

County of Hidalgo, Texas
Project Summary
Raymondville Drainage
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	7,350,000	740,291	8,090,291	**7,427,342**	662,949	-
Total	7,350,000	740,291	8,090,291	**7,427,342**	662,949	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Cardenas, Ruben	1,045,146	**1,045,146**	-	1,045,146
Cardenas, Sylvia	1,045,146	**1,045,146**	-	1,045,146
S & B Infrastructure, Ltd.	5,337,051	**5,337,051**	662,949	6,000,000
Total	7,427,342	**7,427,342**	662,949	8,090,291

County of Hidalgo, Texas
Project Summary
J-09 Drainage Project
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,750,000	(1,494,479)	1,255,521	**1,238,447**	17,074	-
Total	2,750,000	(1,494,479)	1,255,521	**1,238,447**	17,074	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Leonel Garza, Jr. & Associates, LLC	26,000	**26,000**	4,000	30,000
TEDSI Infrastructure Group, Inc.	1,212,447	**1,212,447**	13,074	1,225,521
Valley Land Title Co.,	-	**-**	-	-
Total	1,238,447	**1,238,447**	17,074	1,255,521

County of Hidalgo, Texas
Project Summary
HCCD#1 - Machinery & Equipment
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,014,242	(361,617)	1,652,625	**1,649,635**	2,990	-
Total	2,014,242	(361,617)	1,652,625	**1,649,635**	2,990	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Alamo Sales Corporation	161,154	**161,154**	-	161,154
Barbee-Neuhaus Implement Co.,	-	**-**	2,990	2,990
Caldwell Country Chevrolet	26,929	**26,929**	-	26,929
H & V Equipment, Inc.	28,500	**28,500**	-	28,500
Holt Texas Ltd. DBA Holt CAT	689,000	**689,000**	-	689,000
John Deere Company	83,182	**83,182**	-	83,182
Romco Equipment Co.	660,870	**660,870**	-	660,870
Total	1,649,635	**1,649,635**	2,990	1,652,625

County of Hidalgo, Texas
Project Summary
Transfers Out - Capital Outlay
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1332	-	1,113,601	1,113,601	**1,112,441**	1,160
F1334	-	1,176,335	1,176,335	**1,153,805**	22,530
F1336	1,900,000	377,257	2,277,257	**2,268,217**	9,040
F1342	-	225,000	225,000	**225,000**	-
Total	1,900,000	2,892,193	4,792,193	**4,759,463**	32,730

Project	Expenditures				**Total Expenditures**
	F1332	F1334	F1336	F1342	
Bennet Building	-	251,335	27,566	-	**278,901**
Horizon Building	-	18,214	-	-	**18,214**
Election Warehouse	-	-	-	225,000	**225,000**
New Adult Probation Building	37,852	-	205,936	-	**243,788**
Old K-Mart Building	114,777	884,256	2,034,715	-	**3,033,748**
Pct. 4 New Offices	959,812	-	-	-	**959,812**
Total	1,112,441	1,153,805	2,268,217	225,000	**4,759,463**

County of Hidalgo, Texas
Project Summary
Transfers Out - TXDOT Projects
Project Inception to June 30, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1331	-	870,365	870,365	**510,225**	360,140
F1332	-	2,505,808	2,505,808	**2,505,130**	677
F1334	-	3,906,007	3,906,007	**3,906,007**	-
F1336	2,453,000	2,017,203	4,470,203	**4,189,791**	280,412
F1339	-	1,078,759	1,078,759	**922,158**	156,601
F1341	-	289,888	289,888	**-**	289,888
F1342	-	2,156,973	2,156,973	**300,905**	1,856,068
Total	2,453,000	12,825,002	15,278,002	**12,334,215**	2,943,786

Project	Precinct	Expenditures							**Total Expenditures**
		F1331	F1332	F1334	F1336	F1339	F1341	F1342	
CO WIDE (Traffic Signals)	CO WIDE	-	-	19,407	12,473	-	-	-	**31,880**
CR 342 Bridge (Charles Green Rd)	1	-	-	-	4,590	-	-	-	**4,590**
CR 684 Bridge (Mile 4 N. Rd)	1	-	-	12,317	-	-	-	-	**12,317**
CR 804 Bridge (Mile 12 N. Rd)	1	-	-	-	5,130	-	-	-	**5,130**
CR 825 Bridge (Mile 2 W. Rd)	1	-	-	-	4,320	-	-	-	**4,320**
CR 855 Bridge (Mile 4 1/2 W. Rd)	1	-	-	-	6,750	-	-	-	**6,750**
FM 88 (Mile12N-FM1925)	1	-	-	785,512	70,000	4,988	-	-	**860,499**
FM 493 (US281-BUS83)	1	-	-	-	-	-	-	17,778	**17,778**
MILE 2 W. RD (Mile12N-SH107)	1	-	-	91,896	-	-	-	-	**91,896**
MILE 2 W. RD (US83-Mile12N)	1	-	-	-	300,853	-	-	-	**300,853**
MILE 6 W. RD (Mile 9 N-SH107)	1	-	-	-	98,308	-	-	-	**98,308**
CR 790 Bridge (Moore Rd)	2	-	-	27,635	-	-	-	-	**27,635**
FM 2061 (Dicker-Mission Floodway)	2	146,980	-	-	-	-	-	-	**146,980**
FM 907 S. Outfall	2	-	-	-	837,978	-	-	-	**837,978**
Nolana Loop (FM1426-FM88)	2	-	-	-	-	62,500	-	-	**62,500**
North "I" Rd (FM495-Owassa)	2	112,231	1,618,545	-	-	10,572	-	-	**1,741,347**
South McColl (Orangewood-Dicker)	2	-	147,947	340,000	40,812	283,943	-	125,323	**938,024**
Sugar Rd (Sioux-Owassa)	2	-	50,243	-	-	-	-	-	**50,243**
BUS 83 PH I (US83-FM1427)	3	26,103	-	-	-	-	-	-	**26,103**
BUS 83 PH I Outfall	3	-	-	87,521	-	48,000	-	-	**135,521**
BUS 83 PH II (FM1427-Showers)	3	13,200	-	-	-	-	-	-	**13,200**
BUS 83 PH III (Showers-Penitas)	3	21,450	-	-	-	-	-	-	**21,450**
FM 681 (SH107-FM2221/FM492)	3	-	-	-	1,295,150	445,693	-	47,893	**1,788,736**
FM 1924 PH I (FM494-SH107)	3	-	476,567	118	-	-	-	-	**476,685**
FM 1924 PH I Outfall	3	-	-	815,421	-	-	-	-	**815,421**
FM 1924 PH II (SH107-FM492)	3	-	-	761,160	18,073	3,574	-	-	**782,807**
FM 1924 PH II Outfall	3	-	-	-	554,911	-	-	-	**554,911**
FM 2221/ FM 492 (FM681-SH364)	3	-	-	-	893,368	50,797	-	20,853	**965,018**
MILE 2 N. RD (Moorefield-La Homa)	3	-	-	-	-	-	-	16,103	**16,103**
SH 364 (SH495-FM1924)	3	-	-	-	-	-	-	72,955	**72,955**
SH 495 Underpass/Abram	3	-	11,030	822,121	-	3,691	-	-	**836,841**
US 83 Palmview	3	98,463	-	-	6,499	-	-	-	**104,962**
FM 2128 (SH107-US281)	4	86,798	-	-	-	-	-	-	**86,798**
FM 2128 Drainage	4	-	200,798	-	-	-	-	-	**200,798**
North "I" Rd (Owassa-US281)	4	5,000	-	142,900	40,576	8,401	-	-	**196,877**
Total		510,225	2,505,130	3,906,007	4,189,791	922,158	-	300,905	**12,334,215**

Hidalgo County, Texas

Monthly Financial Report
(Unaudited and Unadjusted)
(Excluding Related Agencies & Component Unit)

May 31, 2013

Prepared by the Office of the County Auditor
Raymundo Eufracio, C.P.A.

Hidalgo County, Texas

Monthly Financial Report
(Unaudited and Unadjusted)
May 31, 2013

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COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

July 30, 2013

The Honorable District Judges of Hidalgo County and the Honorable Members of the Hidalgo County Commissioners Court:

The unaudited and unadjusted Monthly Financial Report of Hidalgo County, Texas, for the month ended May 31, 2013 is hereby submitted as required by Sections 114.023-.025 of the Local Government Code. This report was prepared by the County Auditor's staff and is intended for informational purposes only. This report does not contain financial information for the County's related agencies (Community Service Agency, Head Start Program, and Urban County), component unit (Drainage District No. 1), or the various officials trust and agency funds. Financial information for the County's related agencies and component unit is compiled annually by the independent auditors for inclusion in the County's Comprehensive Annual Financial Report.

The Monthly Financial Report is presented in three sections: Financial Statements, Other Supplementary Information and Budget Status. The Financial Statement section contains a Consolidated Balance Sheet for all fund types and account groups and a Statement of Revenues, Expenditures and Changes in Fund Balances for governmental fund types. The Other Supplementary Information section contains information on receipts and disbursements, interfund transfers and long-term debt outstanding. The Budget Status section contains budget to actual comparisons by fund type for governmental funds, and general fund expenditures and transfers out budget to actual comparison by department.

Should you have any questions concerning this report, please do not hesitate to contact the County Auditor's Office at (956) 318-2511 extension 4669.

Respectfully submitted,

Raymundo Eufracio, C.P.A.
County Auditor

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Financial Statements

County of Hidalgo, Texas
Consolidated Balance Sheet
All Fund Types and Account Groups
May 31, 2013

	Governmental Fund Types				Proprietary Fund Types		Fiduciary Fund Types	Account Groups		Totals
	General	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust & Agency	Capital Assets	General Long-Term Debt	(Memo Only) May 31, 2013
ASSETS AND OTHER DEBITS										
Assets:										
Cash	15,930,538	7,434,410	925,238	7,096,551	1,019,980	73,119	6,316,423	-	-	38,796,259
Investments	129,303,468	23,411,416	15,409,921	8,945,163	-	4,000,930	1,985,875	-	-	183,056,774
Receivables (net of allowance										-
for uncollectibles)	21,503,361	40,629	11,039	2,765,111	-	1,552	-	-	-	24,321,692
Due from other governments	2,432,011	1,750,991	2,638,297	-	-	-	-	-	-	6,821,299
Due from other funds	-	170,066	-	3,084,536	-	1,187,280	-	-	-	4,441,882
Due from component unit	285,362	117	-	-	-	-	-	-	-	285,479
Inventories	712,095	-	-	-	-	-	-	-	-	712,095
Prepaid items	-	-	-	-	-	-	-	-	-	-
Advances to other funds	82,705	10,400	-	-	-	150,000	-	-	-	243,105
Other assets	3,200	-	-	-	-	-	-	-	-	3,200
Capital assets (net of accum depr):										-
Land	-	-	-	-	1,001,093	-	4,006,545	41,018,232	-	46,025,870
Infrastructure	-	-	-	-	-	-	-	427,527,982	-	427,527,982
Buildings	-	-	-	-	-	-	-	103,129,917	-	103,129,917
Improvements other than buildings	-	-	-	-	-	-	-	14,286,774	-	14,286,774
Machinery and equipment	-	-	-	-	-	43,503	-	80,690,562	-	80,734,065
Construction in progress	-	-	-	-	-	-	-	34,541,980	-	34,541,980
Amount available for										
retirement of long-term debt	-	-	-	-	-	-	-	-	19,126,250	19,126,250
Amount to be provided for										
retirement of long-term debt	-	-	-	-	-	-	-	-	155,994,736	155,994,736
Total assets	170,252,740	32,818,030	18,984,495	21,891,361	2,021,074	5,456,383	12,308,843	701,195,448	175,120,986	1,140,049,361
LIABILITIES, EQUITY AND OTHER CREDITS										
Liabilities:										
Bank overdraft	-	-	-	-	-	-	-	-	-	-
Accounts payable	233,108	65	282,000	-	1,388	-	3,783,181	-	-	4,299,742
Vouchers payable	-	-	-	-	-	-	-	-	-	-
Claims and judgments	-	-	-	-	-	3,595,000	1,119,102	-	-	4,714,102
Retainage payable	2,796	11,600	396,509	-	-	-	-	-	-	410,906
Arbitrage payable	-	-	-	-	-	-	-	-	-	-
Due to other funds	11,097,636	-	4,935	-	-	-	1,186,529	-	-	12,289,100
Due to other governments	2,737,749	225,758	-	-	-	-	-	-	-	2,963,507
Due to component unit	1,638	-	-	-	-	-	-	-	-	1,638
Held in escrow	994,116	2,282	-	-	-	-	5,992,422	-	-	6,988,820
Unearned revenues	25,293,452	6,328,945	1,387,893	2,765,111	-	-	-	-	-	35,775,401
Undistributed receipts	12,683,152	-	-	-	-	-	-	-	-	12,683,152
Capital lease payable	-	-	-	-	-	3,076	-	-	-	3,076
General oblig bonds payable	-	-	-	-	-	-	-	-	174,275,000	174,275,000
Notes payable	-	-	-	-	-	-	-	-	845,986	845,986
Closure and post-closure costs	-	-	-	-	1,615,153	-	-	-	-	1,615,153
Total liabilities	53,043,647	6,568,650	2,071,337	2,765,111	1,616,541	3,598,076	12,081,235	-	175,120,986	256,865,583
Equity and other credits:										
Invested in capital assets	-	-	-	-	-	-	-	701,195,448	-	701,195,448
Retained earnings	-	-	-	-	(663,462)	1,664,805	-	-	-	1,001,343
Invested in capital assets, net of related debt	-	-	-	-	1,001,093	43,503	-	-	-	1,044,596
Restricted	-	-	-	-	66,902	-	-	-	-	66,902
Reserved	3,177,041	64,949	-	-	-	150,000	-	-	-	3,391,990
Unreserved										
Designated for jail repairs	4,149,673	-	-	-	-	-	-	-	-	4,149,673
Undesignated	109,882,378	26,184,432	16,913,158	19,126,250			227,608			172,333,826
Total equity and other credits	117,209,092	26,249,381	16,913,158	19,126,250	404,533	1,858,308	227,608	701,195,448	-	883,183,778
Total liabilities, equity and other credits	170,252,740	32,818,030	18,984,495	21,891,361	2,021,074	5,456,383	12,308,843	701,195,448	175,120,986	1,140,049,361

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Fifth Month Ended May 31, 2013

	General	Special Revenue	Capital Projects	Debt Service	Total Governmental Funds
Revenues					
Taxes	130,485,220	10,206	-	17,185,717	147,681,144
Licenses and permits	32,903	2,427,008	-	-	2,459,911
Intergovernmental revenues	1,572,606	8,718,129	568,828	-	10,859,562
Charges for services	4,697,838	3,219,844	-	-	7,917,681
Fines & forfeitures	151,810	2,096,595	-	-	2,248,404
Interest earnings	11,856	13,440	10,374	3,285	38,956
Miscellaneous	238,761	3,331	3	-	242,095
Total revenues	137,190,994	16,488,552	579,205	17,189,002	171,447,754
Expenditures					
General government					
Judicial	11,426,512	1,257,059	-	-	12,683,571
Executive	1,086,878	2,181	-	-	1,089,058
Elections	532,669	15,069	-	-	547,738
Financial administration	8,553,331	174,972	-	-	8,728,303
Other	4,997,349	38,315	404,078	-	5,439,741
Public safety					
Police	9,981,408	1,188,984	458,311	-	11,628,702
Fire	316,110	-	-	-	316,110
Corrections	12,265,986	6,958,806	76,624	-	19,301,415
Other protection	152,122	-	-	-	152,122
Highways and streets	-	6,599,295	3,325,821	-	9,925,117
Sanitation	1,838,338	-	-	-	1,838,338
Drainage	-	-	-	-	-
Health and welfare	13,898,008	5,420,519	-	-	19,318,526
Culture and recreation	1,410,219	-	-	-	1,410,219
Conservation	310,496	11,454	-	-	321,950
Urban and economic development	174,578	-	-	-	174,578
Debt service					
Principal	-	-	-	-	-
Interest and fiscal agent fees	-	-	-	4,087,234	4,087,234
Issuance costs	-	-	-	-	-
Advance refunding escrow	-	-	-	-	-
Intergovernmental expenditures	-	12,751	-	-	12,751
Total expenditures	66,944,003	21,679,404	4,264,833	4,087,234	96,975,474
Excess (deficiency) of revenues over (under) expenditures	70,246,992	(5,190,852)	(3,685,628)	13,101,769	74,472,280
Other financing sources (uses):					
Sale of capital assets	1,080,316	729,648	-	-	1,809,964
General long-term debt issued	-	-	-	-	-
Long-term notes issued	-	-	-	-	-
Transfers in	346	4,439,812	250,429	-	4,690,587
Transfers out	(4,370,192)	(79,760)	(240,635)	-	(4,690,587)
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	(3,289,530)	5,089,701	9,793	-	1,809,964
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	66,957,461	(101,151)	(3,675,835)	13,101,769	76,282,244
Unreserved undesignated fund balance at December 31, 2012	37,464,299	25,559,262	21,402,311	6,024,481	90,450,354
Adjusting journal entries	1,738,555	(61,902)	(813,318)	-	863,336
Unreserved (reserved) fund balance	3,722,062	788,223	-	-	4,510,285
Unreserved designated for jail repairs	4,149,673				4,149,673
Unreserved fund balance at Ended May 31, 2013	114,032,051	26,184,432	16,913,158	19,126,250	176,255,891

This statement was prepared primarily on the cash basis of accounting.

Other Supplementary Information

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
May 31, 2013

Fund	Beginning Balance May 1, 2013	Receipts	Disbursements	Ending Balance May 31, 2013
General Fund				
1100 General Fund	2,187,023	54,286,071	40,542,557	15,930,538
Total General Fund	2,187,023	54,286,071	40,542,557	15,930,538
Special Revenue Funds				
1200 Road & Bridge County Wide	2,853,666	4,450,906	1,839,723	5,464,849
1212 Parks Precinct No. 2	-	-	-	-
1220 LEOSE	11,218	-	850	10,368
1221 District Attorney Motor Vehicle Theft	32	-	-	32
1222 District Attorney Bad Check Processing	37,947	13,245	16,021	35,171
1223 District Attorney Investigations H.B. 65	1,331,505	40,124	46,049	1,325,581
1224 Drug Abuse Prevention and Rehabilitation	28,043	1,059	-	29,101
1225 Pretrial Intervention Prgm Fund	297,308	72,005	37,542	331,771
1226 Sheriff Investigations	18,882	-	-	18,882
1227 Sheriff Investigations H.B. 65	116,598	4,784	7,374	114,008
1228 Sheriff Equitable Sharing - Treasury Funds	297,955	72,951	2,660	368,246
1229 Sheriff Equitable Sharing - Justice Funds	88,956	11,799	3,704	97,051
1230 Constable Pct. 3 Investigations H.B. 65	4,621	-	-	4,621
1231 Constable Pct. 4 Investigations H.B. 65	25,716	-	-	25,716
1232 Constable Pct. 5 Investigations H.B. 65	1,622	-	-	1,622
1233 Constable Pct. 1 Investigations H.B. 65	660	-	-	660
1234 County Child Abuse Prevention	21,498	952	-	22,450
1235 District Clerk Records Management & Preservation	76,259	17,908	-	94,166
1236 District Clerk Title IV-D	17,663	302	-	17,965
1237 County Clerk Records Management & Preservation	261,062	137,885	30,977	367,970
1238 County Records Management & Preservation	(44,366)	93,917	9,188	40,363
1239 Court Reporter Service	(17,737)	51,915	21,964	12,214
1240 Juvenile Delinquency Prevention	3,400	135	-	3,535
1241 Courthouse Security	413,130	79,730	93,086	399,774
1242 Justice Court Technology	75,007	34,217	1,903	107,321
1243 Contributions	97,680	2	1,129	96,553
1245 Justice Court Building Security	32,808	7,668	-	40,476
1246 Tax Assessor-Collector Special Vehicle Inventory	19,105	-	1,050,350	(1,031,245)
1247 Law Library	(12,010)	120,313	26,508	81,795
1249 County Indigent Health Care	-	-	-	-
1250 Supplemental Court Guardianship	58,704	3,181	-	61,885
1251 HIDTA Chapter 59	36,426	-	14,431	21,995
1252 HIDTA US Treasury	39,078	1,680	19,755	21,004
1253 HIDTA Other States	27,994	-	-	27,994
1254 HIDTA US Justice	8,376	-	20,522	(12,145)
1255 County & District Court Technology	31,131	4,559	-	35,691
1256 DA US Department of Justice	173,899	3	-	173,903
1257 Constable Pct.3 Treasury	10,000	-	800	9,200
1280 Designated Purpose Grants - Level 0	158,275	-	-	158,275
1281 Designated Purpose Grants - Level 1	(16,344)	-	22,589	(38,934)
1282 Designated Purpose Grants - Level 2	(73,177)	-	39,199	(112,376)
1283 Designated Purpose Grants - Level 3	339,244	1,554	-	340,798
1284 Designated Purpose Grants - Level 4	(238,717)	145,462	230,632	(323,887)
1285 Designated Purpose Grants - Level 5	(67,597)	-	17,440	(85,037)
1286 Designated Purpose Grants - Level 6	(13,780)	-	11,237	(25,017)
1287 Designated Purpose Grants - Level 7	(3,812)	3,812	-	(0)
1289 Designated Purpose Grants - Level 9	(33,828)	38,558	28,475	(23,744)
1291 HIDTA Grants	(184,711)	82,237	77,427	(179,900)
1292 WIC Grants	(1,727,400)	963,903	1,291,536	(2,055,033)
1293 Health Department Grants	568,541	252,604	277,395	543,751
1294 Juvenile Probation Department Grants	287,667	358,145	397,245	248,567
1295 Post Adjudication Juvenile Boot Camp	533,836	216,548	220,390	529,994
1296 Juvenile Probation Title IV-E	418,545	7	37,189	381,363
1297 Adult Probation Grants	613,443	380,314	1,338,705	(344,948)
Total Special Revenue Funds	7,004,020	7,664,385	7,233,994	7,434,410
Capital Projects Funds				
1301 Capital Outlay	270,229	-	-	270,229
1302 Tax Notes, Series 2007	848,196	-	-	848,196
1305 Road District No. 5	2,362	-	-	2,362

County of Hidalgo, Texas
Schedule of Cash Receipts and Disbursements
May 31, 2013

Fund	Beginning Balance May 1, 2013	Receipts	Disbursements	Ending Balance May 31, 2013
1311 Border Colonia Access Program Round II	-	-	-	-
1312 Border Colonia Access Program Round III	(529,951)	159,087	747,229	(1,118,094)
1315 Texas Department of Transportation Projects	(2,099,990)	381,226	354,316	(2,073,080)
1328 Certificates of Obligation, Series 1998	902	-	-	902
1330 Certificates of Obligation, Series 2000	60,715	-	-	60,715
1331 Certificates of Obligation, Series 2001	93,469	3	-	93,472
1332 Certificates of Obligation, Series 2002	5,550	-	-	5,550
1334 Certificates of Obligation, Series 2004	67,743	-	-	67,743
1336 Certificates of Obligation, Series 2006	719,986	-	176,421	543,565
1339 Certificates of Obligation, Series 2009	631,998	-	66,310	565,688
1341 Certificates of Obligation, Series 2009B&C	892,115	-	6,310	885,805
1342 Certificates of Obligation, Series 2010A&B	211,039	1,000,096	438,950	772,185
Total Capital Projects Funds	1,174,363	1,540,412	1,789,537	925,238
Debt Service Funds				
1401 Notes Payable	1,054	41,852	-	42,907
1430 Certificates of Obligation, Series 2000	-	-	-	-
1431 Certificates of Obligation, Series 2001	-	-	-	-
1432 Certificates of Obligation, Series 2002	609	386,327	-	386,935
1434 Certificates of Obligation, Series 2004	215	883,742	-	883,957
1435 Refunding Bonds, Series 2005	2,020	2,325,429	-	2,327,450
1436 Certificates of Obligation, Series 2006	183	1,141,902	-	1,142,085
1437 Refunding Bonds, Series 2006	-	-	-	-
1438 Refunding Bonds, Series 2007	599	459,599	550	459,648
1439 Certificates of Obligation, Series 2009	816	751,939	-	752,755
1440 Refunding Bonds, Series 2009A	572	124,655	-	125,227
1441 Certificates of Obligation, Series 2009B&C	(216)	297,731	-	297,515
1442 Certificates of Obligation, Series 2010A&B	410	677,663	-	678,073
Total Debt Service Funds	6,261	7,090,840	550	7,096,551
Enterprise Funds				
2101 Sanitary Landfill	920,195	-	-	920,195
2102 Jail Commissary	150,397	-	50,611	99,785
Total Enterprise Funds	1,070,591	-	50,611	1,019,980
Internal Service Funds				
2201 Health Benefits Self-Insurance	(82,903)	1,537,037	2,720,097	(1,265,963)
2202 Workers' Compensation Self-Insurance	1,444,708	40,486	146,112	1,339,082
Total Internal Service Funds	1,361,806	1,577,522	2,866,209	73,119
Private-Purpose Trust Funds				
3301 Unclaimed Money	691,841	-	-	691,841
3302 County Clerk Unclaimed Money	654,870	-	-	654,870
3303 District Clerk Unclaimed Money	-	-	-	-
3304 Bail Bond Sureties	-	-	-	-
Total Private-Purpose Trust Funds	1,346,710	-	-	1,346,710
Agency Funds				
3401 Clearing Fund	2,948,574	7,578,491	5,579,627	4,947,438
3402 Payroll Fund	1,159	9,724,997	9,726,156	-
3403 Insurance Fund	26,318	22,273	26,316	22,275
Total Agency Funds	2,976,051	17,325,761	15,332,100	4,969,712
Grand Total for Primary Government	17,126,826	89,484,991	67,815,558	38,796,259

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Interfund Transfers
May 31, 2013

Transfers In:

		Special Revenue														Capital Projects				Debt Service	Enterprise	
	General Fund	R&B Funds	Parks Funds	District Attorney Bad Check Processing	Sheriff Investigation HB 65	Constable Pct. 3 Investigation HB 65	District Clerk Records Management & Preservation	County Records Management & Preservation	Court Reporter	Courthouse Security	DA Federal Sharing US Dept of Justice	Designated Purpose Grants	Health Grants	Juvenile Probation	Adult Probation	Capital Outlay	BCAP Round III	TXDOT Projects	C.O Series 2009 B&C	Debt Service	Jail Commissary	**Total**
Transfer out:																						
General Fund	-	2,883,132	-	-	-	-	-	15,492	-	584,112	-	13,292	19,982	854,183	-	-	-	-	-	-	-	4,370,192
Special Revenue Funds:																						
R&B Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,793	-	-	-	9,793
Parks Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Investigation HB 65	346	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	346
Sheriff Fed Sharing-US Treasury	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sheriff Fed Sharing-USDJ	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court Reporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAC Sp Veh Inv	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indigent Health Care	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA Chapter 59	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HIDTA US Justice	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Department	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adult Probation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69,620	-	-	-	-	-	-	69,620
Capital Projects Funds:																						
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BCAP Round II	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,226	-	-	-	50,226
C.O. Series 2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55,960	-	-	-	55,960
C.O. Series 2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	134,449	-	-	-	134,449
Debt Service Funds:																						
Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 1998	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2002	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C.O. Series 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ref Bonds, Series 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fiduciary Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200,704	200,704
Total	346	2,883,132	-	-	-	-	-	15,492	-	584,112	-	13,292	19,982	854,183	69,620	-	-	250,429	-	-	200,704	4,891,292

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Schedule of Long-Term Debt Outstanding
May 31, 2013

	Original Amount	Interest Rates	Year Issued	Year of Maturity	Outstanding Balances Principal	Interest	Total Requirements
Refunding Bonds							
Refunding Bonds, Series 2005	51,640,000	3.00 - 5.00	2005	2021	44,145,000	10,189,156	54,334,156
Refunding Bonds, Series 2007	26,415,000	4.00 - 4.25	2006	2024	25,645,000	8,361,669	34,006,669
Refunding Bonds, Series 2009A	6,995,000	2.50 - 5.00	2009	2018	1,840,000	187,413	2,027,413
Certificates of Obligation							
Certificates of Obligation, Series 2002	20,910,000	2.00 - 5.00	2002	2022	3,050,000	193,178	3,243,178
Certificates of Obligation, Series 2004	32,250,000	3.00 - 5.25	2004	2024	7,900,000	846,356	8,746,356
Certificates of Obligation, Series 2006	38,770,000	4.25 - 5.00	2006	2026	32,750,000	11,439,956	44,189,956
Certificates of Obligation, Series 2009	24,280,000	3.00 - 5.00	2009	2028	22,240,000	9,180,328	31,420,328
Certificates of Obligation, Series 2009B&C	12,225,000	2.00 - 6.01	2009	2029	10,770,000	5,448,209	16,218,209
Certificates of Obligation, Series 2010A&B	27,850,000	2.00 - 6.30	2010	2030	25,935,000	14,633,295	40,568,295
Notes Payable							
Notes Payable	2,580,000	3.75	2005	2013	257,194	9,645	266,839
Notes Payable	911,009	4.00	2008	2018	588,792	85,123	673,915
Total	244,826,009				175,120,986	60,574,327	235,695,313

Schedule of Debt Requirements

	Principal	Interest	
2013	12,235,961	4,118,830	16,354,792
2014	12,637,318	7,680,768	20,318,086
2015	13,341,011	7,126,807	20,467,818
2016	12,644,851	6,522,144	19,166,995
2017-2021	67,796,844	23,682,102	91,478,946
2022-2026	43,055,000	9,697,821	52,752,821
2027-2030	13,410,000	1,745,855	15,155,855
Total	175,120,986	60,574,327	235,695,313

This statement was prepared primarily on the cash basis of accounting.

Budget Status

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Fifth Month Ended May 31, 2013

Fund	Description	Revenues			Expenditures		
		Original Budget	Adjusted Budget	Year-to-Date Actual	Original Budget	Adjusted Budget	Year-to-Date Actual
General Fund							
1100	General Fund	161,349,082	161,494,204	138,271,656	178,956,978	184,631,099	71,314,195
	Total General Fund	161,349,082	161,494,204	138,271,656	178,956,978	184,631,099	71,314,195
Special Revenue Funds							
1200	Road & Bridge County Wide	16,948,562	17,438,780	8,964,339	19,148,562	25,520,173	6,633,654
1220	LEOSE	-	-	-	-	8,401	2,240
1221	District Attorney Motor Vehicle Theft	-	-	-	-	-	-
1222	District Attorney Bad Check Processing	160,000	160,000	70,580	235,680	237,143	64,590
1223	District Attorney Investigations H.B. 65	2,500	2,500	198,977	1,365,101	627,800	153,978
1224	Drug Abuse Prevention and Rehabilitation	-	-	1,060	-	-	-
1225	Pretrial Intervention Prgm Fund	200,000	200,000	72,033	-	311,267	105,569
1226	Sheriff Investigations	-	-	-	-	-	-
1227	Sheriff Investigations H.B. 65	-	-	74,054	54,500	113,591	10,944
1228	Sheriff Federal Sharing - U.S. Treasury	-	-	73,837	235,000	565,200	39,660
1229	Sheriff Federal Sharing - U.S. Dept of Justice	-	-	47,557	204,000	233,355	45,037
1230	Constable Pct. 3 Investigations H.B. 65	-	-	-	-	4,621	-
1231	Constable Pct. 4 Investigations H.B. 65	-	-	1	-	20,001	-
1232	Constable Pct. 5 Investigations H.B. 65	-	-	-	-	-	-
1233	Constable Pct. 1 Investigations H.B. 65	-	-	-	-	-	-
1234	County Child Abuse Prevention	3,500	3,500	952	-	-	-
1235	District Clerk Records Management & Preservation	40,000	40,000	17,914	-	-	-
1236	District Clerk Title IV-D	1,500	1,500	829	-	-	-
1237	County Clerk Records Management & Preservation	520,000	520,000	138,464	614,379	683,827	132,137
1238	County Records Management & Preservation	260,492	260,492	109,410	318,938	318,938	126,343
1239	Court Reporter Service	140,000	140,000	51,946	187,400	187,400	96,624
1240	Juvenile Delinquency Prevention	-	-	135	-	-	-
1241	Courthouse Security	833,683	834,112	673,952	839,303	841,748	314,429
1242	Justice Court Technology	105,000	105,000	47,685	277,000	740,572	9,316
1243	Contributions	40,000	40,000	17,285	41,000	41,009	7,468
1245	Justice Court Building Security	26,000	26,000	10,760	-	83,061	-
1246	Tax Assessor-Collector Special Vehicle Inventory	5,000	5,000	10,419	6,681	84,179	510
1247	Law Library	315,000	315,000	126,255	409,749	410,292	101,607
1249	County Indigent Health Care	-	-	-	-	-	-
1250	Supplemental Court Guardianship	10,000	10,000	3,186	48,439	48,439	-
1251	HIDTA Chapter 59	-	-	5,450	104,245	104,245	42,348
1252	HIDTA US Treasury	-	-	911	283,800	283,800	87,121
1253	HIDTA Other States	-	-	97	-	-	-
1254	HIDTA US Justice	-	-	120	24,545	213,900	21,037
1255	Co & District Court Technology	12,000	12,000	4,560	-	-	-
1256	DA US Department of Justice	-	-	107,061	-	865	-
1257	Constable Pct. 3 Treasury	-	-	-	-	10,000	800
1280	Designated Purpose Grants - Level 0	-	1,449,161	452	-	1,449,161	-
1281	Designated Purpose Grants - Level 1	-	318,396	37,299	-	318,396	76,232
1282	Designated Purpose Grants - Level 2	94,757	303,818	67,579	-	209,061	133,342
1283	Designated Purpose Grants - Level 3	33,250	487,519	14,620	-	454,269	29,656
1284	Designated Purpose Grants - Level 4	187,500	3,022,723	557,826	-	2,835,223	623,042
1285	Designated Purpose Grants - Level 5	79,256	187,380	-	-	108,124	59,843
1286	Designated Purpose Grants - Level 6	4,199	154,479	101,434	-	150,280	126,452
1287	Designated Purpose Grants - Level 7	-	73,632	27,384	-	73,632	27,384
1289	Designated Purpose Grants - Level 9	-	274,203	113,963	-	274,203	138,114
1291	HIDTA Grants	-	511,838	129,492	-	511,838	256,983
1292	WIC Grants	-	9,154,188	3,251,086	-	9,154,188	4,446,387
1293	Health Department Grants	75,117	2,429,524	973,558	-	2,694,407	974,132
1294	Juvenile Probation Department Grants	-	3,083,983	451,471	-	3,088,896	1,506,350
1295	Post Adjudication Juvenile Boot Camp	2,054,183	2,054,183	1,294,192	2,513,964	2,566,964	845,308
1296	Juvenile Probation Title IV-E	-	811,308	318	-	811,308	100,033
1297	Adult Probation Grants	-	9,924,629	3,807,510	-	9,924,629	4,420,495
	Total Special Revenue Funds	22,151,498	54,354,847	21,658,012	26,912,285	66,318,406	21,759,163
Capital Projects Funds							
1301	Capital Outlay	-	52,898	-	-	52,898	-
1302	Tax Notes, Series 2007	-	92,376	280	-	1,438,303	-
1305	Road District No. 5	-	-	-	-	-	-
1311	Border Colonia Access Program Round II	-	-	-	-	-	-
1312	Border Colonia Access Program Round III	-	6,896,601	557,828	-	6,896,601	1,303,159
1315	Texas Department of Transportation Projects	-	4,603,231	261,429	-	3,580,600	1,040,578

County of Hidalgo, Texas
Summary of Revenues and Expenditures - Budget to Actual
By Fund
For the Fifth Month Ended May 31, 2013

Fund	Description	Revenues			Expenditures		
		Original Budget	Adjusted Budget	Year-to-Date Actual	Original Budget	Adjusted Budget	Year-to-Date Actual
1328	Certificates of Obligation, Series 1998	-	-	-	-	-	-
1330	Certificates of Obligation, Series 2000	-	-	-	-	23,839	-
1331	Certificates of Obligation, Series 2001	-	-	171	-	378,826	-
1332	Certificates of Obligation, Series 2002	-	-	-	-	1,838	-
1334	Certificates of Obligation, Series 2004	-	-	-	-	55,073	-
1336	Certificates of Obligation, Series 2006	-	53,471	1,982	-	3,624,528	429,929
1339	Certificates of Obligation, Series 2009	-	-	672	-	1,860,399	94,718
1341	Certificates of Obligation, Series 2009B&C	-	-	835	-	1,629,253	43,476
1342	Certificates of Obligation, Series 2010A&B	-	-	6,437	-	12,080,298	1,593,610
	Total Capital Projects Funds	-	11,698,576	829,634	-	31,622,454	4,505,469
Debt Service Funds							
1401	Notes Payable	368,843	368,843	100,236	379,158	379,158	-
1430	Certificates of Obligation, Series 2000	-	-	-	-	-	-
1431	Certificates of Obligation, Series 2001	-	-	-	-	-	-
1432	Certificates of Obligation, Series 2002	953,040	953,040	940,230	1,106,379	1,106,379	62,689
1434	Certificates of Obligation, Series 2004	2,283,092	2,283,092	2,156,483	2,484,963	2,484,963	186,981
1435	Refunding Bonds, Series 2005	5,885,745	5,885,745	5,622,115	6,428,563	6,428,563	1,101,281
1436	Certificates of Obligation, Series 2006	2,906,619	2,906,619	2,769,529	3,103,513	3,103,513	761,806
1437	Refunding Bonds, Series 2006	-	-	-	-	-	-
1438	Refunding Bonds, Series 2007	1,192,548	1,192,548	1,115,804	1,217,883	1,217,883	533,991
1439	Certificates of Obligation, Series 2009	1,902,579	1,902,579	1,814,927	1,996,794	1,996,794	477,897
1440	Refunding Bonds, Series 2009	354,513	354,513	313,373	339,475	339,475	29,238
1441	Certificates of Obligation, Series 2009B&C	760,031	760,031	720,569	1,014,236	1,014,236	264,618
1442	Certificates of Obligation, Series 2010A&B	1,717,072	1,717,072	1,635,736	2,378,464	2,378,464	668,732
	Total Debt Service Funds	18,324,082	18,324,082	17,189,002	20,449,425	20,449,425	4,087,234
Enterprise Funds							
2101	Sanitary Landfill	-	-	190	-	-	-
2102	Jail Commissary	1,000,000	1,000,000	200,704	467,031	467,031	167,975
	Total Enterprise Funds	1,000,000	1,000,000	200,894	467,031	467,031	167,975
Internal Service Funds							
2201	Health Benefits Self-Insurance	18,988,000	18,988,000	7,614,869	19,487,779	19,501,995	8,232,045
2202	Workers' Compensation Self-Insurance	503,305	503,305	219,219	2,275,642	2,277,697	802,477
	Total Internal Service Funds	19,491,305	19,491,305	7,834,087	21,763,421	21,779,692	9,034,522
Private-Purpose Trust Funds							
3301	Unclaimed Money Fund	-	-	-	-	-	-
3302	County Clerk Unclaimed Money Fund	-	-	-	-	-	-
	Total Private-Purpose Trust Funds	-	-	-	-	-	-
	Grand Total for Primary Government	222,315,967	266,363,015	185,983,286	248,549,141	325,268,107	110,868,559

This statement was prepared primarily on the cash basis of accounting.

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
General Fund
For the Fifth Month Ended May 31, 2013

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	Original Budget	Adjusted Budget	Current Revenues/ Expenditures	Year-to-Date Revenues/ Expenditures	Encumbrances	Balance
Revenues						
Taxes	141,499,356	141,499,356	20,203,871	130,485,220		11,014,136
Licenses and permits	100,000	100,000	14,269	32,903		67,097
Intergovernmental revenues	5,985,000	5,985,000	466,734	1,572,606		4,412,394
Charges for services	12,265,226	12,265,226	691,427	4,697,838		7,567,388
Fines & forfeitures	301,500	301,500	996	151,810		149,690
Interest earnings	305,000	305,000	3,569	11,856		293,144
Miscellaneous	893,000	893,000	115,942	238,761		654,239
Total revenues	161,349,082	161,349,082	21,496,807	137,190,994		24,158,088
Expenditures						
General government						
Judicial	32,311,493	32,797,667	3,107,355	11,426,512	381,803	20,989,351
Executive	2,544,013	2,822,924	267,054	1,086,878	87,456	1,648,591
Elections	1,809,197	1,856,383	162,404	532,669	68,927	1,254,786
Financial administration	30,806,950	25,102,088	2,131,776	8,553,331	1,909,509	14,639,247
Other	9,148,464	9,779,951	880,963	4,997,349	372,691	4,409,912
Public safety						
Police	27,629,434	28,841,123	2,807,332	9,981,408	1,452,838	17,406,877
Fire	1,959,467	1,961,056	110,951	316,110	38,756	1,606,191
Corrections	35,553,366	40,857,528	3,672,987	12,265,986	1,816,076	26,775,466
Other protection	468,304	469,194	46,687	152,122	32,021	285,051
Sanitation	4,971,237	4,901,132	525,801	1,838,338	678,933	2,383,861
Health and welfare	17,293,211	20,163,385	838,480	13,898,008	299,313	5,966,064
Culture and recreation	4,150,142	4,121,609	622,034	1,410,219	553,831	2,157,559
Conservation	979,850	986,530	83,399	310,496	352,638	323,396
Urban and economic development	431,853	463,238	57,535	174,578	8,786	279,874
Total expenditures	170,056,980	175,123,808	15,314,760	66,944,003	8,053,578	100,126,228
Excess (deficiency) of revenues over (under) expenditures	(8,707,898)	(13,774,726)	6,182,046	70,246,992		
Other financing sources (uses):						
Long-term notes issued	-	-	-	-		-
Sale of capital assets	-	144,776	144,776	1,080,316		(935,540)
Transfers in	-	346	346	346		-
Transfers out	(8,899,998)	(9,507,290)	(1,104,888)	(4,370,192)		(5,137,098)
Total other financing sources (uses)	(8,899,998)	(9,362,168)	(959,765)	(3,289,530)		(6,072,637)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(17,607,896)	(23,136,894)		66,957,461		
Unreserved undesignated fund balance at December 31, 2012	(4,176,073)	(4,176,073)		37,464,299		
Adjusting journal entries	1,738,555	1,738,555		1,738,555		
Unreserved (reserved) fund balance	3,722,062	3,722,062		3,722,062		
Unreserved designated for jail repairs	4,149,673	4,149,673		4,149,673		
Unreserved fund balance at May 31, 2013	(12,173,679)	(17,702,677)		114,032,051		

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Fifth Month Ended May 31, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Expenditures and Other Financing Uses						
General government						
Judicial						
92nd District Court	396,471	396,471	39,784	139,357	6,690	250,424
93rd District Court	396,471	393,188	37,170	134,324	5,407	253,457
139th District Court	396,471	409,544	39,811	143,327	11,451	254,766
206th District Court	396,471	396,471	39,567	140,033	4,664	251,774
275th District Court	396,471	396,471	40,815	138,525	945	257,001
332nd District Court	396,471	396,471	39,260	137,679	3,853	254,939
370th District Court	396,471	396,471	42,824	147,065	2,867	246,539
389th District Court	396,471	405,180	40,126	132,878	5,305	266,997
398th District Court	399,471	399,471	40,805	141,854	4,730	252,887
430th District Court	396,471	479,917	46,513	180,872	44,260	254,785
449th District Court	396,471	396,471	37,987	138,386	7,114	250,971
Indigent Defense	414,297	429,149	45,508	161,057	4,784	263,308
County Court At Law 1	510,254	520,909	51,146	200,500	12,083	308,326
County Court At Law 2	510,254	510,254	48,340	194,759	3,463	312,032
Probate Court	615,045	615,045	61,879	235,366	1,209	378,470
County Court At Law 4	510,254	510,254	50,980	198,706	898	310,651
County Court At Law 5	510,254	510,254	50,056	178,480	4,467	327,307
County Court At Law 6	510,254	510,254	49,703	191,036	2,675	316,543
County Court At Law 7	510,254	510,254	46,606	183,427	6,088	320,739
County Court At Law 8	510,254	510,254	48,641	189,043	3,696	317,515
Master Court 1	120,971	123,954	13,384	45,680	951	77,324
Master Court 2	125,310	125,649	13,172	45,591	1,039	79,018
Court of Civil Appeals	3,738	3,738	-	470	2,615	653
Auxiliary Court	290,283	291,114	32,421	109,829	2,517	178,768
Juvenile Justice Court	-	-	-	-	-	-
Child Protective Court	350	106,925	10,360	27,114	14,717	65,094
Justice of the Peace 1-1	333,446	334,060	33,783	131,395	2,438	200,227
Justice of the Peace 1-2	334,841	329,665	34,262	125,401	2,650	201,614
Justice of the Peace 2-1	292,803	293,287	28,872	114,610	1,911	176,766
Justice of the Peace 2-2	308,677	309,077	29,364	116,117	2,352	190,609
Justice of the Peace 3-1	320,245	328,960	29,616	125,649	6,745	196,565
Justice of the Peace 3-2	371,009	371,422	37,376	147,573	2,977	220,872
Justice of the Peace 4-1	380,272	380,721	38,708	148,060	2,109	230,552
Justice of the Peace 4-2	682,216	671,633	53,336	195,596	2,202	473,835
Justice of the Peace 5-1	281,076	287,256	28,826	113,660	2,798	170,797
Criminal District Attorney	7,304,959	7,574,960	802,641	2,704,273	139,213	4,731,474
District Clerk	3,210,941	3,230,261	331,200	1,222,975	50,984	1,956,302
Budget and Management	8,113,202	8,014,432	600,289	2,434,797	-	5,579,635
Commissioner, Precinct 2	-	-	-	-	-	-
Public Defense	831,720	887,666	92,226	311,045	6,938	569,683
Executive Office	40,132	40,132	-	-	-	40,132
Tax Assessor-Collector	-	-	-	-	-	-
Total Judicial	32,311,493	32,797,667	3,107,355	11,426,512	381,803	20,989,351
Executive						
County Judge	1,394,168	1,471,506	141,800	524,694	59,370	887,441
Budget and Management	-	-	-	-	-	-
Executive Office	1,149,845	1,351,418	125,255	562,183	28,086	761,149
Total Executive	2,544,013	2,822,924	267,054	1,086,878	87,456	1,648,591
Elections						
Elections Department	1,809,197	1,856,383	162,404	532,669	68,927	1,254,786
Total Elections	1,809,197	1,856,383	162,404	532,669	68,927	1,254,786
Financial Administration						
Appraisal fees	1,600,000	1,600,000	-	824,444	-	775,557
County Wide Admin	7,413,188	910,567	73,975	165,683	252,369	492,515
Budget and Management	1,359,579	1,318,025	143,160	469,698	16,618	831,709
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	1,891,077	1,861,077	94,010	388,561	294,611	1,177,905
Tax Assessor-Collector	6,490,213	6,642,518	658,699	2,574,327	93,763	3,974,429
County Treasurer	832,955	838,152	88,353	320,189	17,220	500,743
Purchasing Agent	1,707,670	1,674,465	161,140	572,589	60,201	1,041,675

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Fifth Month Ended May 31, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
County Auditor	2,799,832	2,801,099	291,600	1,018,177	30,214	1,752,708
County Clerk	3,675,581	4,335,445	370,618	1,302,684	632,919	2,399,842
Human Resources/Civil Service	690,597	760,132	74,346	262,607	34,928	462,597
IT Department	2,346,260	2,360,607	175,877	654,372	476,665	1,229,569
Total Financial Administration	30,806,950	25,102,088	2,131,776	8,553,331	1,909,509	14,639,247
Other						
Executive Office	2,619,038	3,164,639	98,757	2,442,755	75,670	646,214
Planning Department	1,059,355	1,060,434	117,135	407,926	17,185	635,323
Facilities Management Deparment	5,470,072	5,554,878	665,071	2,146,667	279,836	3,128,375
Total Other	9,148,464	9,779,951	880,963	4,997,349	372,691	4,409,912
Public safety						
Police						
Criminal District Attorney	719,381	719,698	52,476	275,425	229,698	214,575
Commissioner, Precinct 3	26,379	26,379	-	-	-	26,379
Budget and Management	55,000	55,000	4,917	19,667	34,417	917
Executive Office	232,779	228,820	19,569	68,769	3,816	156,235
Sheriff	22,419,317	23,423,230	2,271,218	8,021,980	974,268	14,426,982
Constables						
Constable, Precinct 1	1,075,270	1,094,635	109,417	408,169	44,509	641,957
Constable, Precinct 2	745,067	872,006	91,335	277,490	56,486	538,030
Constable, Precinct 3	1,187,041	1,188,425	126,591	449,575	36,153	702,697
Constable, Precinct 4	1,169,200	1,231,911	131,809	459,314	71,748	700,850
Constable, Precinct 5	-	1,019	-	1,019	1,743	(1,743)
Total Police	27,629,434	28,841,123	2,807,332	9,981,408	1,452,838	17,406,877
Fire						
Emergency Services	1,959,467	1,961,056	110,951	316,110	38,756	1,606,191
Total Fire	1,959,467	1,961,056	110,951	316,110	38,756	1,606,191
Corrections						
Sheriff	25,872,651	30,984,611	2,519,454	8,790,390	1,028,476	21,165,745
Adult Probation	346,446	496,932	44,954	139,876	75,274	281,782
Juvenile Probation	9,334,269	9,375,986	1,108,578	3,335,720	712,326	5,327,939
Total Corrections	35,553,366	40,857,528	3,672,987	12,265,986	1,816,076	26,775,466
Other Protection						
County Judge	383,304	384,194	39,705	131,174	18,056	234,964
Budget and Management	-	-	-	-	-	-
Executive Office	85,000	85,000	6,983	20,948	13,965	50,087
Emergency Services	-	-	-	-	-	-
Total Other Protection	468,304	469,194	46,687	152,122	32,021	285,051
Sanitation						
Commissioner, Precinct 1	1,114,743	1,241,242	190,535	525,615	134,661	580,967
Commissioner, Precinct 2	956,673	802,780	75,580	299,146	46,575	457,059
Commissioner, Precinct 3	2,066,927	2,012,023	197,969	651,592	351,416	1,009,015
Commissioner, Precinct 4	832,894	845,087	61,717	361,985	146,280	336,821
Total Sanitation	4,971,237	4,901,132	525,801	1,838,338	678,933	2,383,861
Health and Welfare						
Budget and Management	50,000	50,000	-	-	-	50,000
Commissioner, Precinct 2	-	-	-	-	-	-
Executive Office	822,638	822,638	3,781	15,931	-	806,707
Human Services	9,498,437	12,355,859	145,331	11,423,135	14,188	918,536
Health Department	6,536,074	6,561,728	656,425	2,344,491	280,412	3,936,826
WIC	2,000	2,000	301	738	315	947
Child Welfare	122,272	115,203	8,294	28,834	-	86,369
Veterans Services	261,789	255,957	24,348	84,878	4,398	166,680
Total Health and Welfare	17,293,211	20,163,385	838,480	13,898,008	299,313	5,966,064
Culture and Recreation						
Commissioner, Precinct 1	873,834	887,683	85,871	302,906	50,528	534,249
Commissioner, Precinct 2	1,036,621	1,005,389	55,517	175,012	148,081	682,296
Commissioner, Precinct 3	768,009	767,157	71,815	259,422	34,898	472,838
Commissioner, Precinct 4	687,650	677,352	52,227	194,076	59,430	423,846
Executive Office	784,027	784,027	356,604	478,804	260,894	44,330
Total Culture and Recreation	4,150,142	4,121,609	622,034	1,410,219	553,831	2,157,559

County of Hidalgo, Texas
Budget Status by Department
General Fund
For the Fifth Month Ended May 31, 2013

	Original Budget	Adjusted Budget	Current Expenditures	Year-to-Date Expenditures	Encumbrances	Balance
Conservation						
Executive Office	527,855	533,855	42,659	170,501	340,600	22,754
Texas Cooperative Extension	451,995	452,675	40,740	139,995	12,038	300,642
Total Conservation	979,850	986,530	83,399	310,496	352,638	323,396
Urban and Economic Development						
Budget and Management	-	-	-	-	-	-
Commissioner, Precinct 1	85,032	92,541	11,290	35,565	2,248	54,728
Commissioner, Precinct 2	294,414	307,012	33,736	110,463	3,890	192,659
Commissioner, Precinct 4	52,407	52,533	5,845	20,212	2,649	29,672
Urban County	-	11,153	6,664	8,338	-	2,815
Total Urban and Economic Development	431,853	463,238	57,535	174,578	8,786	279,874
Other Financing Uses						
Interfund Transfers	8,899,998	9,507,290	1,104,888	4,370,192	-	5,137,098
Total Other Financing Uses	8,899,998	9,507,290	1,104,888	4,370,192	-	5,137,098
Total Expenditures and Other Financing Uses	178,956,978	184,631,099	16,419,648	71,314,195	8,053,578	105,263,326

This statement was prepared primarily on the cash basis of accounting.

County of Hidalgo, Texas
Budget Status by Project
Fund 1301 - Capital Outlay Fund
Project Inception to May 31, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Bennett Building	-	429,778	-	-	429,778	429,778	-	-
Horizon Building	-	251,595	-	-	244,809	244,809	-	6,786
Election Warehouse-317 N Closner-building renovation	-	494,103	-	-	473,934	473,934	17,447	2,722
K - Mart Property	2,756,150	5,914,341	-	-	5,888,557	5,888,557	-	25,784
Pct. 4 New Admin Building	-	983,972	-	-	983,812	983,812	-	160
K - Mart Property - Additional Office	-	-	-	-	-	-	-	-
Public safety								
USDA 2008 Loan-Sheriff Vehicles	-	224,650	-	-	224,650	224,650	-	-
Pct. 3 Sheriff's Substation	-	-	-	-	-	-	-	-
New Adult Probation Building	-	3,520,216	-	-	3,520,216	3,520,216	-	-
Issuance costs - K - Mart Property	43,850	43,850		-	43,850	43,850	-	-
Issuance costs - USDA 2008 Loan	-	1,150	-	-	1,150	1,150	-	-
Transfer Out - General Fund	-	620,888	-	-	620,888	620,888	-	-
Transfer Out - R&B County Wide	-	19,390	-	-	19,390	19,390	-	-
Total F1301 - Capital Outlay Fund	2,800,000	12,503,934	-	-	12,451,035	12,451,035	17,447	35,451

County of Hidalgo, Texas
Budget Status by Project
Fund 1302 - Tax Notes, Series 2007
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Common Integrated Justice System - software	1,171,500	3,587,121	-	-	2,252,008	2,252,008	1,311,092	24,022
County Judges Office & Commissioners Courtroom	2,000,000	93,856	-	-	93,856	93,856	-	-
Purchasing - vehicles	-	40,261	-	-	40,261	40,261	-	-
Election - vehicles	31,000	22,248	-	-	22,248	22,248	-	-
Planning - vehicles	-	38,359	-	-	38,359	38,359	-	-
Admin Security - vehicles	31,000	26,992	-	-	26,992	26,992	-	-
Facilities Management - vehicles	62,000	79,565	-	-	79,565	79,565	-	-
Public safety								
Sheriff - vehicles	1,855,196	1,921,034	-	-	1,921,034	1,921,034	-	-
Sheriff Replacement - vehicles	3,007,000	3,004,759	-	-	3,004,759	3,004,759	-	-
Constable Pct. 1 - vehicles	-	123,920	-	-	123,920	123,920	-	-
Constable Pct. 3 - vehicles	31,000	203,522	-	-	203,522	203,522	-	-
Constable Pct. 4 - vehicles	-	81,992	-	-	81,992	81,992	-	-
Constable Pct. 5 - vehicles	-	175,844	-	-	172,977	172,977	-	2,867
Sheriff Substation Pct. 1 - land	245,935	246,168	-	-	246,168	246,168	-	-
Sheriff Substation Pct. 3 - land	557,917	562,042	-	-	562,042	562,042	-	-
Highway and streets								
Pct. 1 - vehicles	-	201,952	-	-	201,952	201,952	-	-
Pct. 2 - vehicles	-	205,000	-	-	197,654	197,654	-	7,346
Pct. 3 - vehicles	-	207,206	-	-	207,206	207,206	-	-
Pct. 4 - vehicles	-	203,719	-	-	203,119	203,119	-	600
Sanitation								
Pct. 2 Sanitation - vehicles	-	93,845	-	-	93,845	93,845	-	-
Health and welfare								
Health Dept - vehicles	62,000	60,738	-	-	60,738	60,738	-	-
Recreation								
Pct. 3 Meeting Hall & Pavilion	700,000	1,000,000	-	-	1,000,000	1,000,000	-	-
Urban and economic development								
Pct. 2 CRC - S. Tower Road	803,000	1,303,934	-	-	1,303,934	1,303,934	-	-
Issuance costs	90,000	90,000	-	-	90,000	90,000	-	-
Total F1302 - Tax Notes, 2007	10,647,548	13,574,078	-	-	12,228,151	12,228,151	1,311,092	34,835

County of Hidalgo, Texas
Budget Status by Project
Fund 1315 - TXDOT Projects
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Mile 2 West (Mile 12 N to SH 107)	-	1,396,152	-	-	1,395,352	1,395,352	-	800
Pct. 1 Mile 2 West (Mile 12 N to SH 107) - aid to other govt	-	-	-	-	-	-	-	-
Pct. 1 Mile 12 N Bridge @ North Floodway	-	3,482	-	-	3,482	3,482	-	-
Pct. 1 Traffic Signal CSJ#0255-11-011	-	19,407	-	-	19,407	19,407	-	-
Pct. 1 US 83 Illumination-aid to other govt	-	162,595	2,050	7,245	153,893	161,138	-	1,457
Pct. 1 FM 1015 (Mile 9 N to Mile 12 N) - aid to other govt	-	1,747,085	-	-	1,747,085	1,747,085	-	-
Pct. 1 FM 88 (Mile 12 N to FM 1925) - aid to other govt	-	2,266,471	-	-	2,261,187	2,261,187	-	5,284
Pct. 1 Mile 6 West (US 83 to SH 107)	-	1,089,697	-	174	787,346	787,520	238,369	63,809
Pct. 1 Mile 2 West (US 83 to Mile 12 N)	-	1,777,478	-	765,595	827,954	1,593,549	40,914	143,015
Pct. 1 FM 493 (US 83 to Mile 10 N) - aid to other govt	-	102,627	-	-	75,246	75,246	-	27,380
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	17,778	-	17,778	-	17,778	-	-
Pct. 1 FM 907 (S of BUS 83) - aid to other govt	-	88,830	-	-	88,830	88,830	-	-
Pct. 1 Flash Beacon 2010 HES Projects	-	115,710	-	-	115,710	115,710	-	-
Pct. 1 US 83 (FM 1423 to FM 1015) - aid to other govt	-	11,513	-	-	11,513	11,513	-	-
Pct. 1 BUS 83 (FM 2557 to 1st ST Donna) - aid to other govt	-	3,421	-	-	3,421	3,421	-	-
Pct. 2 "I" Road (SH 495 to Owassa)	1,550,000	1,257,889	-	-	1,257,889	1,257,889	-	-
Pct. 2 "I" Road (SH 495 to Owassa) - aid to other govt.	600,000	1,489,329	-	-	1,489,329	1,489,329	-	-
Pct. 2 Sugar Road (Sioux to Owassa) - aid to other govt	50,000	120,000	-	-	118,959	118,959	-	1,041
Pct. 2 FM 2061 (Dicker to Mission Floodway) - aid to other govt	318,407	603,040	-	-	431,614	431,614	-	171,427
Pct. 2 S McColl Road (Dicker to Orangewood&0.5M S.Military)	-	1,558,424	-	-	1,389,610	1,389,610	12,000	156,815
Pct. 2 Flash Beacon 2010 HES Projects	-	51,530	-	-	51,530	51,530	-	-
Pct. 2 Nolana Loop	-	432,500	-	-	62,500	62,500	-	370,000
Pct. 2 Thomas Road (Jackson to Stewart)	-	222,311	-	-	-	-	-	222,311
Pct. 3 SH 495-underpass/Abrams - aid to other govt	-	2,158,966	-	-	2,158,966	2,158,966	-	-
Pct. 3 FM 1924 PHI (FM 494 to SH 107) - aid to other govt	-	625,143	-	-	624,300	624,300	842	-
Pct. 3 Traffic Signal CSJ#0255-11-011	-	17,863	-	-	17,863	17,863	-	-
Pct. 3 US 83 Illumination - aid to other govt	-	24,210	-	-	22,410	22,410	-	1,800
Pct. 3 FM 1924 PHII (SH 107 to FM 492) - aid to other govt	-	963,668	-	-	963,278	963,278	390	-
Pct. 3 SRS CSJ#0921-02-109 - other structures	-	57,633	-	-	57,633	57,633	-	-
Pct. 3 SRS CSJ#0921-02-110 - aid to other govt	-	49,645	-	-	49,645	49,645	-	-
Pct. 3 FM 681 (SH 107 to SH 364) - aid to other govt	-	282,272	-	-	282,272	282,272	-	-
Pct. 3 FM 676 (SH 107 to SH 364) - aid to other govt	-	755	-	-	-	-	-	755
Pct. 3 SH 364 (SH 495 to FM 1924) - aid to other govt	-	400,000	23,196	96,151	-	96,151	-	303,849
Pct. 3 FM 681 (SH 107 to FM 2221/FM 492) - aid to other govt	-	3,637,231	1,230	89,519	3,437,143	3,526,662	27,115	83,453
Pct. 3 FM 2221/FM 492 (FM 681 to SH 364) - aid to other govt	-	2,599,170	762	62,116	2,471,696	2,533,812	26,096	39,262
Pct. 3 Flash Beacon 2010 HES Projects	-	25,683	-	-	25,683	25,683	-	-
Pct. 3 US 83 (County Line East 0.347 Mile) - aid to other govt	-	2,252	-	-	-	-	-	2,252
Pct. 3 Mile 2 North (Moorefield-La Homa)	-	254,413	-	-	16,103	16,103	19,327	218,983
Pct. 4 Sugar Road (Owassa to Trenton)	-	1,019	-	-	1,019	1,019	-	-
Pct. 4 12th Street Bridge @ Drainage Ditch	-	12,176	-	-	12,176	12,176	-	-
Pct. 4 "I" Road (Owassa to US 281)	-	1,041,068	-	-	1,029,309	1,029,309	-	11,759
Pct. 4 Traffic Signal CSJ#0255-11-011	-	1,969	-	-	1,969	1,969	-	-
Pct. 4 Flash Beacon 2010 HES Projects	-	207,050	-	-	207,050	207,050	-	-
Right of Way US 281 (SH 495 to Trenton) - aid to other govt	37,062	4,262	-	-	4,262	4,262	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers) - aid to other govt	13,200	36,136	-	-	36,136	36,136	-	-
Right of Way FM 2128 (SH 107 to US 281) - aid to other govt	127,194	171,306	-	-	135,909	135,909	-	35,396
Right of Way BUS 83 PHI (US 83 to FM 1427) - aid to other govt	26,103	28,077	-	-	28,077	28,077	-	-
Right of Way US 83-Palmview - aid to other govt	98,643	319,352	-	-	319,352	319,352	-	-
Right of Way BUS 83 PHIII (Showers to Penitas) - aid to other govt	21,450	64,461	-	-	64,461	64,461	-	-
Pct. 1 CR684 Bridge @ Drainage Ditch	-	31,317	-	-	26,420	26,420	-	4,896
Pct. 1 FM1422 Bridge @ Willacy Main Canal	-	16,000	-	-	16,000	16,000	-	-
Pct. 1 CR825 Bridge @ Drainage Ditch	-	42,864	-	2,000	39,364	41,364	1,450	50
Pct. 1 CR342 Bridge @ Delta Lake Irrigation Canal	-	4,590	-	-	4,590	4,590	-	-
Pct. 1 CR855 Bridge @ Main Supply Canal	-	6,750	-	-	6,750	6,750	-	-
Pct. 1 CR804 Bridge @ Irrigation Canal	-	5,130	-	-	5,130	5,130	-	-
Pct. 1 CR229 Bridge @ Drainage Ditch	-	5,211	-	-	518	518	-	4,693
Pct. 2 CR790 Bridge @ Drainage Ditch	-	27,635	-	-	27,635	27,635	-	-
Pct. 2 CR653 Bridge @ Las Milpas Road over S Floodway Channel	-	7,344	-	-	749	749	-	6,595
Pct. 3 CR872-Bridge @ Main Floodway Pilot Channel	-	10,836	-	-	1,008	1,008	-	9,828
Drainage flood control								
Pct. 1 FM 88 - drainage (Mile 12 N to Mile 16 N) - ROW	-	68,500		-	44,460	44,460	-	24,040
Pct. 2 FM 907 S outfall channel (Rancho Blanco to BUS 83) - ROW	-	1,100,000	-	-	837,978	837,978	-	262,022
Pct. 3 FM1924 PH I - outfall channel (FM 494 to SH 107) - ROW	-	839,395	-	-	839,395	839,395	-	-
Pct. 3 BUS 83 PH I - outfall channel (US 83 to FM 1427) - ROW	-	275,749	-	-	275,200	275,200	-	549
Pct. 3 FM1924 PH II - outfall channel (SH 107 to FM 492) - ROW	-	559,911	-	-	559,911	559,911	-	-
Drainage US 281 (SH 495 to Trenton) - aid to other govt	153,317	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281) - drainage ditch&eng&arch	-	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281) - aid to other govt	131,586	200,798	-	-	200,798	200,798	-	-
TXDOT Notes Payable-other debt principal	-	104,437	-	-	104,437	104,437	-	-
Transfer Out-Cert of Oblig, 2010A&B	-	-	-	-	-	-	-	-
Total F1315 - TXDOT Projects	3,126,962	30,829,516	27,238	1,040,578	27,248,916	28,289,494	366,503	2,173,519

County of Hidalgo, Texas
Budget Status by Project
Fund 1328 - Certificates of Obligation, Series 1998
Project Inception to May 31, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
General government								
Weslaco substation	1,350,000	1,383,879	-	-	1,383,879	1,383,879	-	-
Courthouse renovations - ADA	500,000	307,980	-	-	307,980	307,980	-	-
Facilities Management - ADA renovations	-	14,810	-	-	14,810	14,810	-	-
Public safety								
Adult probation restitution center	909,491	948,431	-	-	948,431	948,431	-	-
County roadway safety	350,000	356,800	-	-	356,800	356,800	-	-
Highways and streets								
Pct. 2 - outer loop phase 1	-	726,142	-	-	726,142	726,142	-	-
Pct. 3 - aerial	-	356,325	-	-	356,325	356,325	-	-
Health and welfare								
Elsa Health Clinic Pct. 1	710,000	883,052	-	-	883,052	883,052	-	-
Alton Health Clinic Pct. 3	590,000	-	-	-	-	-	-	-
COPC Clinic Mcallen	1,200,000	1,200,000	-	-	1,200,000	1,200,000	-	-
Mission Clinic	-	1,046,952	-	-	1,046,952	1,046,952	-	-
Issuance costs	135,046	130,810	-	-	130,810	130,810	-	-
Total F1328 - Cert.of Oblig., Series 1998	5,744,537	7,355,181	-	-	7,355,181	7,355,181	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1330 - Certificates of Obligation, Series 2000
Project Inception to May 31, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Public safety								
Maintenance building & motor pool	-	1,189,155	-	-	1,189,155	1,189,155	-	-
Law enforcement training facility	-	2,524,367	-	-	2,524,367	2,524,367	-	-
Sheriff's administration building	2,236,329	3,186,141	-	-	3,162,302	3,162,302	-	23,839
Jail project	320,411	2,133,477	-	-	2,133,477	2,133,477	-	-
Adult detention facility	38,479,176	42,199,204	-	-	42,199,204	42,199,204	-	-
Issuance costs	724,637	653,390	-	-	653,390	653,390	-	-
Transfers Out (COPS grant cash match)	-	99,799	-	-	99,799	99,799	-	-
Total F1330 - Cert. of Oblig., Series 2000	41,760,553	51,985,533	-	-	51,961,694	51,961,694	-	23,839

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Elections - machinery & equipment	15,000	33,020	-	-	33,020	33,020	-	-
Tax Office - machinery & equipment	-	36,560	-	-	36,560	36,560	-	-
Purchasing - machinery & equipment	15,000	15,000	-	-	15,000	15,000	-	-
County Auditor - office equipment	-	175,219	-	-	175,219	175,219	-	-
County Judge - land	300,000	334,795	-	-	334,795	334,795	-	-
Elections building roof	38,775	22,700	-	-	22,700	22,700	-	-
Courthouse parking lot	150,000	-	-	-	-	-	-	-
Parking facility	250,000	117,884	-	-	117,884	117,884	-	-
Courthouse Parking Garage	-	-	-	-	-	-	-	-
Courthouse roof	130,000	-	-	-	-	-	-	-
Planning - machinery & equipment	17,000	17,000	-	-	17,000	17,000	-	-
Facilities Management - machinery & equipment	71,000	65,555	-	-	65,555	65,555	-	-
Facilities Management - courthouse roof	-	24,968	-	-	24,968	24,968	-	-
Courthouse chillers	350,000	133,570	-	-	133,570	133,570	-	-
Administration building renovations	331,225	249,510	-	-	249,510	249,510	-	-
Facilities Management - parking lot	-	183,964	-	-	183,964	183,964	-	-
Public safety								
Sheriff - machinery & equipment	610,000	606,899	-	-	606,899	606,899	-	-
Constables	-	-	-	-	-	-	-	-
Constables - machinery & equipment	37,500	39,540	-	-	39,540	39,540	-	-
Constable Pct. 1 - machinery & equipment	63,000	62,708	-	-	62,708	62,708	-	-
Constable Pct. 2 - machinery & equipment	84,000	83,611	-	-	83,611	83,611	-	-
Constable Pct. 3 - machinery & equipment	63,000	151,175	-	-	151,175	151,175	-	-
Constable Pct. 4 - machinery & equipment	42,000	41,805	-	-	41,805	41,805	-	-
Constable Pct. 5 - machinery & equipment	63,000	63,063	-	-	63,063	63,063	-	-
Fire Marshal - machinery & equipment	27,000	26,924	-	-	26,924	26,924	-	-
Juvenile Detention Center	1,500,000	501,735	-	-	501,735	501,735	-	-
Highways and streets								
Outer loop study	1,000,000	-	-	-	-	-	-	-
Aerial mapping	1,500,000	743,192	-	-	743,192	743,192	-	-
Pct. 1 - aerial mapping	-	70,260	-	-	70,260	70,260	-	-
Pct. 1 - roads	3,500,000	4,023,627	-	-	4,018,236	4,018,236	-	5,391
Pct. 1 - machinery & equipment	250,000	425,430	-	-	425,430	425,430	-	-
Pct. 1 - outer loop study	-	650,020	-	-	650,020	650,020	-	-
Pct. 2 -aerial mapping	-	20,860	-	-	20,860	20,860	-	-
Pct. 2 - roads	3,500,000	1,907,591	-	-	1,907,591	1,907,591	-	-
Pct. 2 - machinery & equipment	250,000	17,000	-	-	17,000	17,000	-	-
Pct. 2 - outer loop study	-	441,882	-	-	441,882	441,882	-	-
Pct. 3 - aerial mapping	-	66,025	-	-	66,025	66,025	-	-
Pct. 3 - roads	3,500,000	3,655,984	-	-	3,642,690	3,642,690	13,295	-
Pct. 3 - machinery & equipment	250,000	411,897	-	-	411,897	411,897	-	-
Pct. 3 - outer loop study	-	763,636	-	-	763,636	763,636	-	-
Pct. 4 - aerial mapping	-	79,230	-	-	79,230	79,230	-	-
Pct. 4 - roads	3,500,000	3,500,000	-	-	3,500,000	3,500,000	-	-
Pct. 4 - machinery & equipment	500,000	497,962	-	-	497,962	497,962	-	-
Pct. 4 - outer loop study	-	327,272	-	-	327,272	327,272	-	-
Pct. 4 - Sugar Road (Owassa to Trenton)	-	262,751	-	-	262,751	262,751	-	-
Right of Way US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Right of Way FM 2061 (Dicker to Mission Floodway)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHII (FM 1427 to Showers)	-	-	-	-	-	-	-	-
Right of Way FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHI (US 83 to FM 1427)	-	-	-	-	-	-	-	-
Right of Way US 83-Palmview	-	-	-	-	-	-	-	-
Right of Way BUS 83 PHIII (Showers to Penitas)	-	-	-	-	-	-	-	-
Sanitation								
Pct. 1 Landfill - machinery & equipment	250,000	249,691	-	-	249,691	249,691	-	-
Pct. 2 Landfill - machinery & equipment	250,000	90,582	-	-	90,582	90,582	-	-
Pct. 3 Landfill - machinery & equipment	250,000	244,425	-	-	244,425	244,425	-	-
Pct. 4 Landfill - machinery & equipment	250,000	249,500	-	-	249,500	249,500	-	-
Risk Management	25,000	13,486	-	-	13,486	13,486	-	-
Landfill closure	1,400,000	2,003,960	-	-	2,003,960	2,003,960	-	-
Drainage flood control								
Drainage US 281 (SH 495 to Trenton)	-	-	-	-	-	-	-	-
Drainage FM 2128 (SH 107 to US 281)	-	-	-	-	-	-	-	-
Health and welfare								
Health Department-machinery & equipment	72,500	72,500	-	-	72,500	72,500	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1331 - Certificates of Obligation, Series 2001
Project Inception to May 31, 2013

			Expenditures					
Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Current Month	Current Year	Prior Years	Total	Encumbrances	Balance
Culture-recreation								
Pct. 1 Parks - machinery & equipment	250,000	101,224	-	-	101,224	101,224	-	-
Pct. 2 Parks - machinery & equipment	250,000	151,605	-	-	151,605	151,605	-	-
Pct. 3 Parks - machinery & equipment	250,000	67,013	-	-	67,013	67,013	-	-
Pct. 4 Parks - machinery & equipment	-	-	-	-	-	-	-	-
Conservation of natural resources								
Texas Coop Extension - machinery & equipment	37,000	40,218	-	-	40,218	40,218	-	-
Urban and economic development								
Pct. 2 Community Resource Center	-	803,466	-	-	803,466	803,466	-	-
Issuance costs	483,000	455,163	-	-	455,163	455,163	-	-
Bond discount	-	847	-	-	847	847	-	-
Transfers out - Design purpose level 7	-	427,169	-	-	427,169	427,169	-	-
Transfer out - TXDOT	-	870,365	-	-	510,225	510,225	-	360,140
Total F1331 - Cert. of Oblig., Series 2001	25,675,000	26,693,039	-	-	26,314,214	26,314,214	13,295	365,531

County of Hidalgo, Texas
Budget Status by Project
Fund 1332 - Certificates of Obligation, Series 2002
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
County Court at Law 2 - office equipment	-	7,422	-	-	7,422	7,422	-	-
JP Pct. 2, Place 1 - computer equipment	1,000	1,000	-	-	1,000	1,000	-	-
District Clerk	-	19,300	-	-	19,300	19,300	-	-
County Court at Law 5 - building renovation	385,100	9,450	-	-	9,450	9,450	-	-
Auxiliary Court A - building renovation	-	8,426	-	-	8,426	8,426	-	-
Auxiliary Court B - building renovation	-	7,520	-	-	7,520	7,520	-	-
Elections - building renovation	-	25,580	-	-	25,580	25,580	-	-
IT Dept	126,238	199,756	-	-	199,756	199,756	-	-
Pct. 2 - Tax office	-	392,492	-	-	392,492	392,492	-	-
Purchasing - machinery & equipment	33,500	37,973	-	-	37,973	37,973	-	-
County Auditor - machinery & equipment	85,000	79,499	-	-	79,499	79,499	-	-
Human Resources - machinery & equipment	10,000	9,790	-	-	9,790	9,790	-	-
Pct. 1 - Multi-Purpose Center - building renovation	600,000	692,399	-	-	692,399	692,399	-	-
Pct. 3 - Multi-Purpose Center - building renovation	750,000	1,698,859	-	-	1,698,859	1,698,859	-	-
Planning - machinery & equipment	67,012	3,156	-	-	3,156	3,156	-	-
Fac Management - Admin Buiding - add & renov	-	-	-	-	-	-	-	-
Risk Management - building renovation	545,000	252,403	-	-	252,403	252,403	-	-
Risk Management - machinery & equipment	152,000	-	-	-	-	-	-	-
Public safety								
Courthouse basement - renovation	414,900	459,118	-	-	459,118	459,118	-	-
Sheriff - vehicles	607,236	776,827	-	-	776,827	776,827	-	-
Constable Pct. 1 - vehicles	30,000	30,032	-	-	30,032	30,032	-	-
Constable Pct. 3 - vehicles	86,863	30,015	-	-	30,015	30,015	-	-
Constable Pct. 4 - vehicles	21,500	21,010	-	-	21,010	21,010	-	-
Constable Pct. 5 - machinery & equipment	68,350	58,782	-	-	58,782	58,782	-	-
Fire Marshal - equipment	-	9,482	-	-	9,482	9,482	-	-
New Adult Probation Building	-	101,950	-	-	101,950	101,950	-	-
Juvenile Detention Center	236,328	898,057	-	-	898,057	898,057	-	-
Highways and streets								
FEMA	-	24,580	-	-	24,580	24,580	-	-
Pct. 1 - roads	3,500,000	2,886,404	-	-	2,886,404	2,886,404	-	-
Pct. 2 - roads	1,500,000	156,520	-	-	156,520	156,520	-	-
Pct. 2 - outer loop phase 1	-	183,438	-	-	183,438	183,438	-	-
Pct. 3 - roads & machinery & equipment	3,248,400	1,859,101	-	-	1,859,101	1,859,101	-	-
Pct. 4 - roads	1,500,000	1,359,897	-	-	1,359,897	1,359,897	-	-
Pct. 4 - outer loop	-	216,548	-	-	216,548	216,548	-	-
Sanitation								
Pct. 3 Landfill - engineering services	20,000	-	-	-	-	-	-	-
Pct. 4 Landfill - engineering services	1,670,000	1,715,423	-	-	1,715,423	1,715,423	-	-
Drainage flood control								
Raymondville Drainage - engineering services	5,000,000	4,220,707	-	-	4,220,707	4,220,707	-	-
TXDOT Drainage	-	-	-	-	-	-	-	-
Culture - recreation								
Pct. 4 Parks - buildings	300,000	288,028	-	-	288,028	288,028	-	-
Issuance costs	415,316	404,335	-	-	404,335	404,335	-	-
Transfers out - Capital Outlay	-	1,113,601	-	-	1,112,441	1,112,441	-	1,160
Transfers out - TXDOT	-	2,505,808	-	-	2,505,130	2,505,130	-	677
Total F1332 - Cert. of Oblig., Series 2002	21,373,743	22,764,689	-	-	22,762,851	22,762,851	-	1,838

County of Hidalgo, Texas
Budget Status by Project
Fund 1334 - Certificates of Obligation, Series 2004
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Bennett building add & renov	-	-	-	-	-	-	-	-
Horizon building add & renov	-	-	-	-	-	-	-	-
Fac Mgmt- Courthouse - building R&M	-	585,575	-	-	585,575	585,575	-	-
Elections - software & other equipments	2,322,272	214,981	-	-	214,981	214,981	-	-
Elections - buildings add & renov	-	15,352	-	-	15,352	15,352	-	-
IT Dept	-	1,224,587	-	-	1,224,587	1,224,587	-	-
Pct. 2 Tax Office building	-	612,161	-	-	607,401	607,401	-	4,761
Pct. 3 CRC building	-	-	-	-	-	-	-	-
Pct. 4 JP & License - building (Planning)	-	-	-	-	-	-	-	-
Fac Mgmt- Weslaco Boot Camp & Health Clinic	3,000,000	34,016	-	-	34,016	34,016	-	-
Fac Mgmt- Admin Buildings	-	894,150	-	-	894,150	894,150	-	-
Fac Mgmt- old Jail	-	123,511	-	-	123,511	123,511	-	-
Fac Mgmt- vehicles	-	72,078	-	-	72,078	72,078	-	-
Fac Mgmt- parking lot	-	-	-	-	-	-	-	-
Public safety								
Sheriff - vehicles	-	49,905	-	-	49,905	49,905	-	-
Const Pct. 1 - vehicles	-	49,924	-	-	49,924	49,924	-	-
Const Pct. 2 - vehicles	-	25,027	-	-	25,027	25,027	-	-
Const Pct. 3 - vehicles	-	75,856	-	-	75,856	75,856	-	-
Const Pct. 4 - vehicles	-	49,792	-	-	49,792	49,792	-	-
Const Pct. 5 - vehicles	-	25,667	-	-	25,667	25,667	-	-
Fac Mgmt- Sally Port	-	592,598	-	-	592,598	592,598	-	-
Weslaco Boot Camp	-	-	-	-	-	-	-	-
Juvenile Detention Center	12,500,000	16,623,656	-	-	16,623,656	16,623,656	-	-
Highways and streets								
Pct. 1 - Roads	1,800,000	1,691,062	-	-	1,683,243	1,683,243	-	7,819
Pct. 2 - New Admin Building	1,500,000	1,286,086	-	-	1,271,118	1,271,118	10,600	4,368
Pct. 2 - County Shop	-	106,982	-	-	106,982	106,982	-	-
Pct. 3 - Roads	2,800,000	217,615	-	-	217,615	217,615	-	-
Pct. 4 - Roads	1,200,000	-	-	-	-	-	-	-
Pct. 4 - Trenton Road (US 281 to FM 491)	-	500,000	-	-	500,000	500,000	-	-
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Fac Mgmt- Catwalk - Pct. 1-building add & renov	-	42,268	-	-	42,268	42,268	-	-
Fac Mgmt- Pct. 3 Maint building-building add & renov	-	41,950	-	-	41,950	41,950	-	-
Sanitation								
Pct. 3 Landfill - engineering services	700,000	2,229,850	-	-	2,229,850	2,229,850	-	-
Health and welfare								
Pct. 2 WIC/HHS building	-	1,751,223	-	-	1,746,499	1,746,499	-	4,724
Edinburg WIC - building add & renov	-	55,950	-	-	55,950	55,950	-	-
Mission WIC - building add & renov	-	85,825	-	-	85,825	85,825	-	-
Health Dept - Pharr	2,200,000	-	-	-	-	-	-	-
Health Dept - Edinburg	900,000	1,163,642	-	-	1,163,370	1,163,370	-	272
Health Dept - McAllen	200,000	167,109	-	-	167,109	167,109	-	-
Health Dept - Weslaco	200,000	184,731	-	-	184,731	184,731	-	-
Health Dept - vehicles	-	13,064	-	-	13,064	13,064	-	-
Health Dept - Mission	-	-	-	-	-	-	-	-
Health Dept - Elsa	-	-	-	-	-	-	-	-
Health Dept - Hidalgo	-	-	-	-	-	-	-	-
Fac Mgmt- Mansion	-	31,029	-	-	31,029	31,029	-	-
Culture - recreation								
Pct. 2 Parks - buildings	500,000	-	-	-	-	-	-	-
Pct. 1 Parks - Delta Lake building	-	150,638	-	-	150,638	150,638	-	-
Conservation of natural resources								
Texas Coop Extension - building R&M	-	72,984	-	-	72,984	72,984	-	-
Issuance costs	200,000	189,267	-	-	189,267	189,267	-	-
Transfers out - Capital outlay	-	1,176,335	-	-	1,153,805	1,153,805	-	22,530
Transfers out - TXDOT	-	3,906,007	-	-	3,906,007	3,906,007	-	-
Total F1334 - Cert. of Oblig., Series 2004	30,022,272	36,332,454	-	-	36,277,381	36,277,381	10,600	44,473

County of Hidalgo, Texas
Budget Status by Project
Fund 1336 - Certificates of Obligation, Series 2006
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Pct. 2 - JP/Constables - buildings	-	1,371,505	-	-	1,371,505	1,371,505	-	-
Fac Mgmt - Courthouse - building R&M	-	899,382	-	-	899,382	899,382	-	-
Fac Mgmt - Crts/old Juvenile Detention-bldg add&renov	400,000	-	-	-	-	-	-	-
Fac Mgmt - Auxiliary CRT - building add & renov	-	45,752	-	-	45,752	45,752	-	-
Fac Mgmt - Election - building add & renov	-	380,377	-	-	380,377	380,377	-	-
IT Dept	365,000	221,403	-	-	221,403	221,403	-	-
Pct. 1 - Multi-Purpose Center - other structures	-	19,735	-	-	19,735	19,735	-	-
Pct. 4 - Criminal Justice Center - buildings	400,000	-	-	-	-	-	-	-
Fac Mgmt - Admin Building-100 E Cano-parking lot	3,500,000	16,435	-	-	8,217	8,217	8,218	-
Fac Mgmt - Other Major Buildings	850,000	54,215	-	-	54,215	54,215	-	-
Fac Mgmt - Courthouse Additional Parking Lot	-	7,324,919	-	-	7,324,919	7,324,919	-	-
Fac Mgmt - Admin Building-100 E Cano-bldg add&renov	-	2,207,572	-	2,622	1,094,616	1,097,238	183,381	926,953
Public safety								
Fac Mgmt - Constable Pct. 1 - building & other structures	-	978,954	125,574	363,342	312,619	675,960	298,706	4,288
Fac Mgmt - Sheriff - Evidence - building add & renov	-	40,280	-	-	40,280	40,280	-	-
Sheriff Substation Pct. 1 - buildings	3,000,000	2,994,881	-	-	2,852,129	2,852,129	142,752	-
Juvenile Detention Center	547,585	579,882	-	-	579,882	579,882	-	-
Highways and streets								
County wide	-	579,340	-	-	579,340	579,340	-	-
Pct. 1 - Roads	3,819,000	3,404,699	-	-	3,285,200	3,285,200	-	119,499
Pct. 1 - FM 493 (Mile 10 N to SH 107) - aid to other govt	-	1,688,950	-	-	1,535,194	1,535,194	153,756	-
Pct. 1 - Mile10 N (Mile4W-E 1215') Widening	-	-	-	-	-	-	-	-
Pct. 2 - Roads	2,000,000	805,558	-	-	763,964	763,964	-	41,594
Pct. 3 - Roads	3,828,000	1,900,982	-	-	1,900,982	1,900,982	-	-
Pct. 3 - La Homa Road (SH 495 to FM 1924)	-	1,132,516	-	-	1,129,216	1,129,216	3,300	-
Pct. 3 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 3 - Mile 3 N (Tomgill to FM 2221)	-	138,467	-	-	93,465	93,465	45,002	-
Pct. 3 - Mile 4 N (Tomgill to FM 2221)	-	241,947	-	-	241,356	241,356	350	241
Pct. 3 - Circle 6 Road (N & S of Mile 4N)	-	13,087	-	-	12,952	12,952	-	135
Pct. 4 - Sugar Road (Owassa to Trenton)	-	287,249	-	-	287,249	287,249	-	-
Pct. 4 - Roads	2,700,000	2,424,159	-	-	2,424,159	2,424,159	-	-
Pct. 4 - 10th Street (SH 107 to FM 1925)	-	934,876	-	-	919,077	919,077	-	15,799
Pct. 4 - Trenton Road (I RD to FM 493)	-	-	-	-	-	-	-	-
Pct. 4 - Wallace Road (FM 1925 to FM 490)	-	-	-	-	-	-	-	-
Pct. 4 - Drainage Improvement Project - Other Equipment	-	915,000	-	-	-	-	-	915,000
Pct. 4 - FM1925 (Kenyon-FM907)	-	475,775	8,359	13,739	415,861	429,600	-	46,175
Sanitation								
Pct. 1 - Landfill	-	309,208	-	-	309,208	309,208	-	-
Pct. 3 - Landfill	-	684,689	-	-	684,689	684,689	-	-
Pct. 4 - Landfill	-	129,685	-	-	129,685	129,685	-	-
Health and welfare								
Health Dept - Pharr	-	-	-	-	-	-	-	-
Health Dept - Edinburg	-	126,715	-	-	126,715	126,715	-	-
Health Dept - McAllen	-	95,942	-	-	95,942	95,942	-	-
Health Dept - Weslaco	-	80,606	-	-	80,606	80,606	-	-
Health Dept - Other equipment	250,000	145,385	-	-	145,385	145,385	-	-
Health Dept - Mission	-	165,157	-	-	165,157	165,157	-	-
Health Dept - Elsa	-	22,557	-	-	22,557	22,557	-	-
Health Dept - Hidalgo	-	35,507	-	-	35,507	35,507	-	-
Mansion-building add & renov	-	450,069	-	-	450,069	450,069	-	-
Head Start Kitchen	-	771,140	-	-	771,140	771,140	-	-
Urban and economic development								
Pct. 1 CRC Progreso - building add & renov	-	94,550	-	-	94,550	94,550	-	-
Issuance costs	611,282	611,282	-	-	611,282	611,282	-	-
Transfer Out - Capital Outlay	1,900,000	2,277,257	-	-	2,268,217	2,268,217	-	9,040
Transfer Out - TXDOT Projects	2,453,000	4,470,203	-	50,226	4,139,565	4,189,791	-	280,412
Total F1336 - Cert. of Oblig., Series 2006	26,623,867	42,547,846	133,933	429,929	38,923,318	39,353,247	835,465	2,359,135

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Highways and streets								
Pct. 1 Drainage Improvement	2,856,000	1,240,036	-	-	1,216,133	1,216,133	-	23,903
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	1,144,000	1,144,000	-	-	1,117,000	1,117,000	27,000	-
Pct. 1 W Mile 4 W (Mile 12 N to Mile13½ N) Drainage	-	499,632	-	-	499,632	499,632	-	-
Pct. 1 20 miles of 80.25 miles Drainage	-	967,221	-	-	967,221	967,221	-	-
Pct. 1 Pond (Mile 21 N & Mile 5½ W)	-	108,857	-	-	108,857	108,857	-	-
Pct. 1 Victoria (Mile 9½ N to Mile 12 N) - Road	-	-	-	-	-	-	-	-
Pct. 1 E Mile 4 W (US 281 to IBWC) Drainage	-	33,380	-	-	33,380	33,380	-	-
Pct. 1 W Mile 4 W (Mile 15 N to SH 107) Drainage	-	15,282	-	-	15,282	15,282	-	-
Pct. 1 Estancia Drainage	-	44,228	-	-	32,065	32,065	12,163	-
Pct. 1 Olivares #2 & Chapa #2 Drainage	-	38,135	-	-	38,135	38,135	-	-
Pct. 1 E Mile 4 W (Mile 12 N to Mile 13½ N) Drainage	-	56,429	-	-	49,847	49,847	6,581	-
Pct. 1 W Mile 4 W (SH 107 to FM 1925) Drainage	-	98,823	-	-	98,823	98,823	-	-
Pct. 1 W Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	35,963	-	-	35,963	35,963	-	-
Pct. 1 W FM 493 (IBWC to US 83) Drainage	-	69,316	-	-	69,316	69,316	-	-
Pct. 1 W Mile 5 W (Mile 20 N to FM 2812) Drainage	-	16,400	-	-	16,400	16,400	-	-
Pct. 1 E Mile 4 W (Mile 13½ N to Mile 15 N) Drainage	-	16,773	-	-	16,773	16,773	-	-
Pct. 1 E Mile 4 W (Mile 10 N to Mile 12 N) Drainage	-	22,936	-	-	22,936	22,936	-	-
Pct. 1 E Mile 4 W (US 83 to Mile 10 N) Drainage	-	103,877	-	-	103,877	103,877	-	-
Pct. 1 E Mile 2 W (FM 1925 to FM 1921) Drainage	-	11,218	-	-	11,218	11,218	-	-
Pct. 1 E Mile 4 W (SH 107 to FM 1925) Drainage	-	60,949	-	-	60,949	60,949	-	-
Pct. 1 E Mile 4 W (Mile 15 N to SH 107) Drainage	-	13,036	-	-	13,036	13,036	-	-
Pct. 1 W Mile 4 W (IBWC to US 83) Drainage	-	163	-	-	163	163	-	-
Pct. 1 Bar Ditches	-	267,799	-	-	267,799	267,799	-	-
Pct. 1 La Villa Drain	-	58,507	-	-	58,507	58,507	-	-
Pct. 1 Weslaco Drain	-	7,301	-	-	7,301	7,301	-	-
Pct. 1 IBWC Floodway	-	20,280	-	-	20,280	20,280	-	-
Pct. 1 Mercedes Lateral	-	1,375	-	-	1,375	1,375	-	-
Pct. 1 HCCID#9 Drain Channel-Drainage	-	48,084	-	-	48,084	48,084	-	-
Pct. 2 Tower Road (Moore to Balli)	-	365,090	-	-	276,057	276,057	25,578	63,454
Pct. 2 Tower Road Drainage (El Gato to Rancho Blanco)	-	549,619	-	-	549,619	549,619	-	-
Pct. 2 Drainage Improvement	4,000,000	274,168	-	-	274,168	274,168	-	-
Pct. 2 L.J. Drainage (S of Owassa)	-	880,709	-	-	805,127	805,127	-	75,583
Pct. 2 Cesar Chavez Drainage (1Mile E Tower)	-	1,138,711	-	-	894,386	894,386	96,134	148,191
Pct. 2 Southfork Estates Drainage	-	675,723	-	27,670	555,650	583,319	85,782	6,622
Pct. 2 L.J. Pond	-	330,695	-	-	330,688	330,688	-	6
Pct. 2 Tower Road Crossing-Drainage	-	73,578	-	-	68,429	68,429	5,149	-
Pct. 3 La Homa (SH 495 to FM 1924) - Road	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 Drainage Improvement	4,000,000	2,619,526	-	-	2,188,151	2,188,151	-	431,375
Pct. 3 Moore Field / Mile 5 N Drainage	-	108,617	-	-	108,617	108,617	-	-
Pct. 3 Prairie View Heights PH I Drainage	-	238,720	-	-	220,788	220,788	17,931	-
Pct. 3 Prairie View Heights PH II Drainage	-	300,000	-	-	21,243	21,243	41,270	237,487
Pct. 3 Stewart Road Outfall	-	350,000	10,350	11,088	36,983	48,071	257,562	44,367
Pct. 3 Acevedo Subd#4 & Monte Bonito Subd Outfall	-	147,912	-	-	147,912	147,912	-	-
Pct. 3 Bentsen Palm Drive-Drainage	-	386,774	-	-	386,774	386,774	-	-
Pct. 3 Mile 2 N & Abram Road-Drainage	-	144,470	-	-	144,470	144,470	-	-
Pct. 3 Moorefield-La Suena-Drainage	-	28,959	-	-	28,959	28,959	-	-
Pct. 4 Drainage Improvement	8,000,000	1,022,390	-	-	1,022,390	1,022,390	-	-
Pct. 4 Aguilar Pond	-	1,229,636	-	-	1,229,636	1,229,636	-	-
Pct. 4 Fike Pond	-	763,067	-	-	763,067	763,067	-	-
Pct. 4 Alamo Acres Pocket Drainage	-	125,967	-	-	125,967	125,967	-	-
Pct. 4 Damian Acres Pocket Drainage	-	123,657	-	-	123,597	123,597	-	60
Pct. 4 Diana Estates Pocket Drainage	-	36,643	-	-	36,643	36,643	-	-
Pct. 4 Kaylen Heights Pocket Drainage	-	236,651	-	-	236,651	236,651	-	-
Pct. 4 Owassa Acres Pocket Drainage	-	2,250	-	-	2,250	2,250	-	-
Pct. 4 Tower Road (Alberta to Trenton) Pocket Drainage	-	10,300	-	-	10,300	10,300	-	-
Pct. 4 FM 2812 & FM 493 Pocket Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Holmes Road Pocket Drainage	-	4,000	-	-	4,000	4,000	-	-
Pct. 4 Dickerson Pond	-	3,768,283	-	-	3,765,447	3,765,447	-	2,836
Pct. 4 North Branch Drain	-	672,715	-	-	672,668	672,668	-	46
Pct. 4 San Carlos Drain	-	62,337	-	-	62,337	62,337	-	-
Pct. 4 Schunior Drain	-	65,050	-	-	65,050	65,050	-	-
Pct. 4 Curry Drain	-	97,289	-	-	97,289	97,289	-	-
Pct. 4 Tex - Mex Drain	-	7,500	-	-	7,500	7,500	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	67,278	-	-	67,278	67,278	-	-
Pct. 4 Alberta Road Pocket Drainage	-	-	-	-	-	-	-	-
Pct. 4 Hoehn Sub Pocket Drainage	-	13,900	-	-	13,900	13,900	-	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1339 - Certificates of Obligation, Series 2009
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Pct. 4 Tex - Mex Road & SH 107 Pocket Drainage	-	6,212	-	-	6,212	6,212	-	-
Pct. 4 Trenton & Alamo Road Pocket Drainage	-	9,145	-	-	9,145	9,145	-	-
Pct. 4 Owassa Road(Alamo-Cesar Chavez) Pocket Drainage	-	7,235	-	-	7,235	7,235	-	-
Pct. 4 Guerra Pond	-	248,159	-	-	248,159	248,159	-	-
Pct. 4 Verle Cray Curry Rd Pond	-	140,034	-	-	140,034	140,034	-	-
Pct. 4 Verle Cray Curve Rd Pond	-	121,718	-	-	121,718	121,718	-	-
Pct. 4 Dickerson Pond to Schunior Drain	-	49,200	-	-	49,200	49,200	-	-
Pct. 4 Diana Estates to Curry Drain	-	46,991	-	-	46,991	46,991	-	-
Pct. 4 Gonzalez Pond	-	145,066	-	-	145,066	145,066	-	-
Pct. 4 Hoehn Drain	-	43,390	-	-	43,390	43,390	-	-
Pct. 4 Tower Heights Drainage	-	5,919	-	-	5,919	5,919	-	-
Pct. 4 Bandera Estates Drainage	-	4,800	-	-	4,800	4,800	-	-
Pct. 4 Alamo & Mile 17½ Drainage	-	2,200	-	-	2,200	2,200	-	-
Pct. 4 Trenton Drain	-	90,982	-	-	90,982	90,982	-	-
Pct. 4 Four Queens Subdivision Drainage	-	5,695	-	-	5,695	5,695	-	-
Pct. 4 Faysville Pump	-	35,216	-	-	35,216	35,216	-	-
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Transfers Out - TXDOT Projects	-	1,078,759	-	55,960	866,198	922,158	-	156,601
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,810,367	10,350	94,718	22,949,968	23,044,686	575,150	1,190,531

By Precincts	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Pct. 1 Drainage Projects	2,856,000	3,856,000	-	-	3,813,353	3,813,353	18,744	23,903
Pct. 1 Road Projects	1,144,000	1,144,000	-	-	1,117,000	1,117,000	27,000	-
Pct. 1 TXDOT Road Projects	-	103,058	-	-	4,988	4,988	-	98,071
Total Pct. 1	4,000,000	5,103,058	-	-	4,935,340	4,935,340	45,744	121,974
Pct. 2 Drainage Projects	4,000,000	3,923,204	-	27,670	3,478,068	3,505,738	187,065	230,402
Pct. 2 Road Projects	-	365,090	-	-	276,057	276,057	25,578	63,454
Pct. 2 TXDOT Road Projects	-	413,046	-	-	357,015	357,015	-	56,031
Total Pct. 2	4,000,000	4,701,339	-	27,670	4,111,140	4,138,809	212,643	349,887
Pct. 3 Drainage Projects	4,000,000	4,324,977	10,350	11,088	3,283,898	3,294,986	316,763	713,229
Pct. 3 Road Projects	-	355,228	-	-	355,228	355,228	-	-
Pct. 3 TXDOT Road Projects	-	552,145	-	55,960	495,794	551,755	-	390
Total Pct. 3	4,000,000	5,232,350	10,350	67,048	4,134,921	4,201,969	316,763	713,619
Pct. 4 Drainage Projects	8,000,000	9,275,675	-	-	9,272,732	9,272,732	-	2,943
Pct. 4 Road Projects	-	-	-	-	-	-	-	-
Pct. 4 TXDOT Road Projects	-	10,510	-	-	8,401	8,401	-	2,109
Total Pct. 4	8,000,000	9,286,185	-	-	9,281,134	9,281,134	-	5,052
Issuance costs	487,434	487,434	-	-	487,434	487,434	-	-
Total F1339 - Cert. of Oblig., Series 2009	20,487,434	24,810,367	10,350	94,718	22,949,968	23,044,686	575,150	1,190,531

County of Hidalgo, Texas
Budget Status by Project
Fund 1341 - Certificates of Obligation, Series 2009B&C
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
Highways and streets								
Pct. 4 10th (SH 107 to FM 1925) - ROW	-	621,824	-	37,166	210,737	247,903	373,778	143
Pct. 4 FM 1925 (Kenyon to FM 907) - aid to other govt.	-	245,265	6,310	6,310	-	6,310	214,730	24,225
Raymondville Drain	7,350,000	8,090,291	-	-	7,427,342	7,427,342	662,949	-
J-09 Drainage Project	2,750,000	1,255,521	-	-	1,238,447	1,238,447	17,074	-
HCDD#1 - machinery & equipment	2,014,242	1,652,625	-	-	1,649,635	1,649,635	2,990	-
Issuance costs	280,292	339,887	-	-	339,887	339,887	-	-
Transfer out - TXDOT	-	289,888	-	-	-	-	-	289,888
Total F1341 - Cert. of Oblig., Series 2009B&C	12,394,534	12,495,302	6,310	43,476	10,866,049	10,909,525	1,271,520	314,256

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to May 31, 2013

Expenditures and Other Financing Uses	Original Budget	Adjusted Budget	Expenditures Current Month	Expenditures Current Year	Expenditures Prior Years	Expenditures Total	Encumbrances	Balance
General government								
Pct. 2 JP/Constables - buildings	-	5,189	-	-	5,189	5,189	-	-
Fac Mgmt - Courthouse - 100 N Closner - bldg add&renov	3,615,000	92,724	-	-	-	-	-	92,724
Pct. 2 Tax Office - buildings	-	5,189	-	-	5,189	5,189	-	-
Pct. 4 CRC Sunflowers / SH 107 - buildings	-	75,000	-	-	-	-	-	75,000
Pct. 4 Restitution Center - 1124 M. Road- bldg add & renov	-	238,413	-	1,415	84,931	86,346	19,623	132,444
Pct. 4 Motor Pool - 1124 M. Road - buildings	-	294,785	-	-	-	-	158,557	136,228
Ebony Plaza - 9805 N 10th - buildings	-	1,090,563	-	-	1,085,393	1,085,393	-	5,170
Courthouse - buildings	-	808,665	-	-	-	-	-	808,665
Fac Mgmt - Admin Building - 100 E Cano - bldg add&renov	3,481,000	3,122,149	-	-	-	-	-	3,122,149
Fac Mgmt - Mediplex - 1615 S Closner - buildings	2,850,000	5,700	-	-	-	-	-	5,700
Fac Mgmt - Courts Modular - buildings	-	2,740,584	128,620	400,041	1,445,121	1,845,162	768,414	127,008
Public safety			-					
Fac Mgmt - Constable Pct. 1 - Other structures	-	202,000	2,991	11,868	-	11,868	165,825	24,307
Fac Mgmt - Morgue/old Juv Det-3100 S Bus 281-bldg add&renov	760,000	890,757	21,312	83,102	744,144	827,246	62,263	1,248
Sheriff Substation Pct. 1 - buildings	1,275,000	1,287,595	-	76,624	1,187,157	1,263,781	10,831	12,983
Highways and streets								
Pct. 1 Roads	3,817,994	1,254,891	-	-	1,132,759	1,132,759	11,948	110,184
Pct. 1 FM 493 (US 281 to BUS 83) - aid to other govt	-	566,680	-	-	547,135	547,135	19,545	-
Pct. 1 Mile 17 N (FM 88 to FM 1015) - roads	182,006	1,097,675	-	6,251	1,015,016	1,021,267	16,408	60,000
Pct. 1 Pleasantview (S. 11 to 34 st)	-	149,974	-	-	149,974	149,974	-	-
Pct. 1 Bar Ditches	-	256,133	-	-	256,133	256,133	-	-
Pct. 1 HCCID#9 Channels	-	146,036	-	-	146,036	146,036	-	-
Pct. 1 Colonia Lucero Del Norte	-	56,921	-	-	51,540	51,540	5,381	-
Pct. 1 Colonia Adams & Black	-	36,695	-	-	26,755	26,755	9,940	-
Pct. 1 Valdez (Armando to Drain Ditch) - roads	-	73,495	-	-	73,495	73,495	-	-
Pct. 1 Minnesota (Goolie to Dillon) - roads	-	70,838	-	-	66,112	66,112	4,726	-
Pct. 1 Mile 2 E (BUS 83 to M 6 N) - Roads	-	48,440	-	-	19,893	19,893	28,547	-
Pct. 2 New Admin Building	-	26,813	-	-	25,568	25,568	-	1,244
Pct. 2 Tower Road (Moore to Bali) - roads	1,200,000	472,425	4,050	4,050	253,150	257,200	42,875	172,350
Pct. 2 L.J. Drain (S of Owassa)	-	254,720	-	-	211,027	211,027	-	43,693
Pct. 2 Cesar Chavez Drain	-	870,481	-	-	276,544	276,544	-	593,937
Pct. 2 Tower Road (Owassa to Alamo City Limit) - roads	1,000,000	468,871	-	-	347,079	347,079	75,653	46,139
Pct. 2 Compound - mechanic shop - land	625,000	609,499	-	-	168,526	168,526	-	440,973
Pct. 2 Cesar Chavez (Owassa to Sioux) - roads	1,000,000	-	-	-	-	-	-	-
Pct. 2 Minnesota Drain	-	870,660	22,020	64,412	398,060	462,472	72,819	335,369
Pct. 3 La Homa Road (SH 495 to FM 1924)	2,600,000	988,048	17,331	129,388	637,539	766,927	216,073	5,048
Pct. 3 Admin Facilities - ROW/Planning - buildings	1,060,000	-	-	-	-	-	-	-
Pct. 3 Drainage Equipment Yard - land	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Mile 2 N (Moorefield to La Homa)-roads	-	532,863	-	2,294	304,593	306,887	225,976	-
Pct. 3 Mile 2 N (Moorefield to Inspiration)-aid to other govt	-	456,500	3,600	7,870	267,136	275,006	74,338	107,156
Pct. 3 Liberty/Tom Gill (US 83 to FM 2221) -roads	-	567,770	29,093	238,343	210,823	449,166	118,604	-
Pct. 3 US 83/La Joya Relief Route-aid to other govt	-	200,000	-	-	74,961	74,961	39	125,000
Pct. 4 Drainage Improvement	2,600,000	1,369	-	-	-	-	-	1,369
Pct. 4 Aguilar Pond	-	-	-	-	-	-	-	-
Pct. 4 Fike Pond	-	41,402	-	-	32,551	32,551	8,851	-
Pct. 4 Alamo Acres Pocket Drainage	-	36	-	-	-	-	-	36
Pct. 4 Damian Acres Pocket Drainage	-	60	-	-	-	-	-	60
Pct. 4 Diana Estates Pocket Drainage	-	101	-	-	53	53	-	48
Pct. 4 Kaylen Heights Pocket Drainage	-	4,864	-	-	4,864	4,864	-	-
Pct. 4 Dickerson Pond	1,400,000	2,743,784	-	-	2,681,562	2,681,562	-	62,222
Pct. 4 North Branch Drain	-	676,138	-	-	663,880	663,880	-	12,258
Pct. 4 San Carlos Drain	-	100	-	-	-	-	-	100
Pct. 4 Schunior Drain	-	45,200	-	-	43,260	43,260	-	1,940
Pct. 4 Curry Drain	-	14,891	-	-	14,891	14,891	-	-
Pct. 4 Tex - Mex Drain	-	2,400	-	-	2,400	2,400	-	-
Pct. 4 Alamo Brisas Pocket Drainage	-	103	-	-	35	35	-	68
Pct. 4 Hoehn Subdivision-Drainage	-	941	-	-	941	941	-	-
Pct. 4 Hoehn Drain	-	2,617	-	-	2,617	2,617	-	-
Pct. 4 Tower Heights Drainage	-	1,600	-	-	1,600	1,600	-	-
Pct. 4 Bandera Estates Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Trenton Drain	-	55,227	-	-	55,227	55,227	-	-
Pct. 4 Four Queens Subdivision Drainage	-	1,317	-	-	1,317	1,317	-	-
Pct. 4 Faysville Pump	-	117,532	-	-	117,532	117,532	-	-
Pct. 4 New shop-Doolittle	-	52,727	2,242	2,242	36,433	38,675	14,052	-
Pct. 4 FM 1925 (Kenyon to FM 907) - aid to other govt	-	600,560	85,985	293,560	85,548	379,108	221,452	-
Pct. 4 New Administration Building 2-Doolittle	-	118,536	6,784	6,784	93,173	99,957	18,579	-
Pct. 4 New Warehouse-Doolittle	-	2,917	-	-	1,750	1,750	1,167	-
Pct. 4 FM1017(0.1M W-0.8M W of US 281) - aid to other govt	-	144,475	1,150	130,920	7,908	138,828	5,648	-

County of Hidalgo, Texas
Budget Status by Project
Fund 1342 - Certificates of Obligation, Series 2010A&B
Project Inception to May 31, 2013

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
Expenditures and Other Financing Uses	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Sanitation								
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Health and welfare								
Pct. 2 WIC/HHS - buildings	-	10,378	-	-	10,378	10,378	-	-
Culture - recreation								
Pct. 2 Lopezville Park	175,000	349,469	-	-	129,324	129,324	120,115	100,029
Pct. 4 Linn-San Manuel Brewster Park	-	175,000	-	-	-	-	-	175,000
Issuance Costs	476,190	453,042	-	-	453,042	453,042	-	-
Transfers Out - Capital Outlay	-	225,000	-	-	225,000	225,000	-	-
Transfers Out - TXDOT Projects	-	1,349,607	-	134,449	166,455	300,905	-	1,048,702
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	325,177	1,593,610	16,401,893	17,995,503	2,498,250	7,988,438

			Expenditures					
	Original	Adjusted	Current	Current	Prior			
By Departments	Budget	Budget	Month	Year	Years	Total	Encumbrances	Balance
Election Warehouse - Capital Outlay	-	225,000	-	-	225,000	225,000	-	-
Executive Office - Ebony Plaza	-	1,090,563	-	-	1,085,393	1,085,393	-	5,170
Executive Office - Courthouse	-	808,665	-	-	-	-	-	808,665
Facilities Mgmt	10,706,000	7,053,913	152,923	495,010	2,189,266	2,684,276	996,502	3,373,135
Sheriff Pct. 1 Substation	1,275,000	1,287,595	-	76,624	1,187,157	1,263,781	10,831	12,983
Total Other Departments	11,981,000	10,465,736	152,923	571,634	4,686,816	5,258,449	1,007,333	4,199,954
Pct. 1 Drainage Projects	-	402,169	-	-	402,169	402,169	-	-
Pct. 1 Road Projects	4,000,000	3,355,609	-	6,251	3,082,679	3,088,929	96,495	170,184
Pct. 1 TXDOT Road Projects	-	242,223	-	17,778	-	17,778	-	224,445
Total Pct. 1	4,000,000	4,000,000	-	24,029	3,484,847	3,508,876	96,495	394,629
Pct. 2 Drainage Projects	-	1,995,861	22,020	64,412	885,631	950,043	72,819	972,999
Pct. 2 Road Projects	3,200,000	941,296	4,050	4,050	600,229	604,279	118,528	218,489
Pct. 2 New Office Complex	-	47,569	-	-	46,325	46,325	-	1,244
Pct. 2 Mechanic Shop	625,000	609,499	-	-	168,526	168,526	-	440,973
Pct. 2 L.J. Park	175,000	349,469	-	-	129,324	129,324	120,115	100,029
Pct. 2 TXDOT Road Projects	-	206,306	-	-	125,323	125,323	-	80,984
Total Pct. 2	4,000,000	4,150,000	26,070	68,462	1,955,357	2,023,819	311,462	1,814,718
Pct. 3 Drainage Projects	275,000	288,741	-	-	288,741	288,741	-	-
Pct. 3 Road Projects	2,600,000	2,745,181	50,023	377,895	1,495,052	1,872,947	635,030	237,204
Pct. 3 ROW/Planning Buildings	1,060,000	-	-	-	-	-	-	-
Pct. 3 Sanitation Collection Site	65,000	65,000	-	-	63,114	63,114	-	1,886
Pct. 3 TXDOT Road Projects	-	901,078	-	116,671	41,133	157,804	-	743,274
Total Pct. 3	4,000,000	4,000,000	50,023	494,566	1,888,040	2,382,606	635,030	982,364
Pct. 4 CRC Sunflowers / SH 107 - buildings	-	75,000	-	-	-	-	-	75,000
Pct. 4 Restitution Center - 1124 M. Road- bldg add & renov	-	238,413	-	1,415	84,931	86,346	19,623	132,444
Pct. 4 Motor Pool - 1124 M. Road- buildings	-	294,785	-	-	-	-	158,557	136,228
Pct. 4 Drainage Projects	4,000,000	3,711,000	-	-	3,624,047	3,624,047	8,851	78,102
Pct. 4 Road Projects	-	745,035	87,136	424,479	93,456	517,935	227,100	-
Pct. 4 New Shop-Doolittle	-	52,727	2,242	2,242	36,433	38,675	14,052	-
Pct. 4 New Administration Building 2-Doolittle	-	118,536	6,784	6,784	93,173	99,957	18,579	-
Pct. 4 New Warehouse-Doolittle	-	2,917	-	-	1,750	1,750	1,167	-
Pct. 4 Linn - San Manuel Brewster Park	-	175,000	-	-	-	-	-	175,000
Pct. 4 TXDOT Road Projects	-	-	-	-	-	-	-	-
Total Pct. 4	4,000,000	5,413,413	96,161	434,920	3,933,791	4,368,710	447,929	596,774
Issuance costs	476,190	453,042	-	-	453,042	453,042	-	-
Total F1342 - Cert. of Oblig., Series 2010A&B	28,457,190	28,482,190	325,177	1,593,610	16,401,893	17,995,503	2,498,250	7,988,438

County of Hidalgo, Texas
Project Summary
Pct. 2 New Administration Office - Complex
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1100	-	61,080	61,080	**61,080**	-	-
F1200	-	31,529	31,529	**31,529**	-	-
F1287	-	822,375	822,375	**822,375**	-	-
F1332	-	392,492	392,492	**392,492**	-	-
F1334	1,500,000	2,149,471	3,649,471	**3,625,018**	10,600	13,852
F1336	-	1,371,505	1,371,505	**1,371,505**	-	-
F1342	-	47,569	47,569	**46,325**	-	1,244
Total	1,500,000	4,876,020	6,376,020	**6,350,324**	10,600	15,096

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
A Clean Portoco	-	**-**	**-**	-	**-**	-	-
Atlas & Hall LLP	-	427,769	-	-	**427,769**	-	427,769
Calence LLC DBA Insight Network	-	20,379	13,323	6,939	**40,641**	-	40,641
Central Fence & Supply, Ltd.	-	9,831	-	-	**9,831**	-	9,831
City of Pharr	16,910	11,217	10,248	26,871	**65,246**	-	65,246
D. Wilson Construction Company	1,293,891	1,137,904	1,018,408	1,736,528	**5,186,730**	-	5,186,730
Hidalgo County Clerk's Office	26	12	19	39	**96**	-	96
Hidalgo County Drainage District	67	31	50	101	**250**	-	250
Hidalgo County Irrigation	-	250	-	-	**250**	-	250
Leonel Garza JR. & Associates	-	1,000	-	-	**1,000**	1,000	2,000
Magic Valley Electric Co-op	2,339	2,339	2,339	4,678	**11,695**	-	11,695
Millenium Engineers Group, Inc.	20,571	18,629	15,981	24,537	**79,718**	-	79,718
R. Gutierrez Engineering Corp.	12,348	16,949	9,211	18,592	**57,100**	9,600	66,700
Starr Telecommunications, Etc.	37,998	21,698	22,301	15,018	**97,015**	-	97,015
VA Architecture, Inc.	92,542	80,506	72,494	126,441	**371,984**	-	371,984
Valley Land Title Co., Escrow Agent	-	1,000	-	-	**1,000**	-	1,000
Total	1,476,690	1,749,514	1,164,374	1,959,746	**6,350,324**	10,600	6,360,924

Funds	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
F1100	3,500	**-**	35,623	21,957	**61,080**	-	61,080
F1200	**-**	31,529	-	**-**	**31,529**	-	31,529
F1287	96,496	421,299	123,669	180,911	**822,375**	-	822,375
F1332	-	-	392,492	**-**	**392,492**	-	392,492
F1334	**-**	1,271,118	607,401	1,746,499	**3,625,018**	10,600	3,635,618
F1336	1,371,505	-	-	**-**	**1,371,505**	-	1,371,505
F1342	5,189	25,568	5,189	10,378	**46,325**	-	46,325
Total	1,476,690	1,749,514	1,164,374	1,959,746	**6,350,324**	10,600	6,360,924

FUNDS FROM 1287 EECBG	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	JP Constables	Pct 2. Office	Tax Office	WIC HHS	**Total**		
Energy Conservation Supply	**-**	32,467	27,174	84,416	**144,057**	-	144,057
Wind Turbines/Photovoltaic	**-**	292,337	-	-	**292,337**	-	292,337
Solar Energy System	96,496	96,495	96,495	96,495	**385,981**	-	385,981
Total	96,496	421,299	123,669	180,911	**822,375**	-	822,375

County of Hidalgo, Texas
Project Summary
Pct.4 New Multi-Purpose Facility, Mechanical Shop, and Warehouse Building
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1342	-	174,180	174,180	**140,382**	33,798	-
Total	-	174,180	174,180	**140,382**	33,798	-

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	Mechanical Shop	Multi-Purpose Facility	Warehouse	**Total**		
Aim Media Texas Operating, LLC	835	835	-	**1,671**	-	1,671
Dos Land Surveying	-	17,795	-	**17,795**	-	17,795
Ero International, LLP	23,122	54,081	-	**77,202**	12,798	90,000
L & G Engineering Laboratory, LLC	-	10,778	-	**10,778**	-	10,778
Prodigy Construction Management, LLC	14,000	15,750	1,750	**31,500**	21,000	52,500
The Monitor	718	718	-	**1,436**	-	1,436
Total	38,675	99,957	1,750	**140,382**	33,798	174,180

County of Hidalgo, Texas
Project Summary
Sheriff Substation Precinct 1
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1302	245,935	233	246,168	**246,168**	-	-
F1336	3,000,000	(5,119)	2,994,881	**2,852,129**	142,752	-
F1342	1,275,000	12,595	1,287,595	**1,263,781**	10,831	12,983
Total	4,520,935	7,709	4,528,644	**4,362,078**	153,583	12,983

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	F1302	F1336	F1342	**Total**		
AL3 Enterprises, LLC	-	-	76,552	**76,552**	3,479	80,031
Atlas & Hall, LLP	1,823	-	-	**1,823**	-	1,823
D. Wilson Construction Company	-	2,261,650	1,076,307	**3,337,957**	52,043	3,390,000
Dos Logistics, Inc.	-	123,639	2,244	**125,883**	4,880	130,763
Frontera Materials, Inc.	-	16,105	6,774	**22,879**	-	22,879
Gignac & Associates, LLP	-	271,420	-	**271,420**	85,829	357,249
Hidalgo County Clerk's Office	-	-	60	**60**	-	60
L & G Engineering Laboratory, LLC	-	76,176	-	**76,176**	-	76,176
L & R Precast Concrete Works, Inc.	-	-	-	**-**	-	-
Magic Valley Concrete Ltd	-	-	380	**380**	-	380
Matt's Cash & Carry	-	-	455	**455**	-	455
Miller, C.E. & Nancy	241,845	-	-	**241,845**	-	241,845
North Alamo Water Supply	-	-	3,490	**3,490**	-	3,490
Pavement Markings, Inc.	-	1,439	-	**1,439**	-	1,439
Prodigy Construction Management, LLC	-	101,700	-	**101,700**	-	101,700
Rio Delta Surveying	1,500	-	-	**1,500**	-	1,500
Rio Valley Pipe, LLC	-	-	44,453	**44,453**	-	44,453
Starr Telecommunications, Etc.	-	-	49,014	**49,014**	7,352	56,367
Universal Truckers, Inc.	-	-	4,051	**4,051**	-	4,051
Valley Land Title Co., Escrow Agent	1,000	-	-	**1,000**	-	1,000
Total	246,168	2,852,129	1,263,781	**4,362,078**	153,583	4,515,661

County of Hidalgo, Texas
Project Summary
Precinct 1 - Roads
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	523,627	4,023,627	**4,018,236**	-	5,391
F1332	3,500,000	(613,596)	2,886,404	**2,886,404**	-	-
F1334	1,800,000	(108,938)	1,691,062	**1,683,243**	-	7,819
F1336	3,819,000	(414,301)	3,404,699	**3,285,200**	-	119,499
F1342	3,817,994	(2,563,103)	1,254,891	**1,132,759**	11,948	110,184
Total	16,436,994	(3,176,311)	13,260,683	**13,005,843**	11,948	242,892

Vendor	Expenditures						Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	F1342	**Total**		
Act Pipe & Supply	-	-	-	14,539	825	**15,364**	-	15,364
Alamo Concrete Products Ltd.	-	-	-	-	10,240	**10,240**	-	10,240
Alamo Sales Corporation	-	-	-	-	102,000	**102,000**	-	102,000
Alcocer Garcia Associates Design Consulting	-	-	2,500	-	-	**2,500**	-	2,500
Anderson Equipment Co., Inc.	-	-	74,624	103,088	-	**177,712**	-	177,712
Chemical Lime, Ltd.	-	-	-	990	-	**990**	-	990
City of Mercedes	-	312,342	-	-	-	**312,342**	-	312,342
Closner Equipment Co.	-	-	-	266,615	-	**266,615**	-	266,615
Dirt Depot & Supplies, Inc.	520	-	-	-	-	**520**	-	520
Dos Land Surveying	-	-	-	38,666		**38,666**	-	38,666
Dos Logistics, Inc.	-	-	-	88,057	-	**88,057**	-	88,057
Dubose Interests, LLC	-	-	-	10,810	-	**10,810**	-	10,810
EN-1 LLC DBA Roadbond Service Co.	-	-	28,243		-	**28,243**	-	28,243
Frontera Materials, Inc.	789,113	348,179	365,581	1,088,144	199,966	**2,790,983**	11,948	2,802,931
Guerra Construction Co.	-	-	-	-	499,930	**499,930**	-	499,930
Guzman & Munoz Engineering & Surveying					79,200	**79,200**	-	79,200
H & V Equipment, Inc.	-	-	52,681	143,022	-	**195,703**	-	195,703
Hanson Pipe & Precast, Inc.	-	-	-	1,392	17,012	**18,404**	-	18,404
Hughes Supply, Inc.	20,990	6,474	-	-	-	**27,464**	-	27,464
Ingram Compaction, LLC	-	-	-	123,052	-	**123,052**	-	123,052
Internal Revenue Service	-	-	13,533	-	-	**13,533**	-	13,533
International Roadbond Ltd.	-	-	-	19,950	-	**19,950**	-	19,950
Javier Hinojosa Engineering	-	-	-	60,627	-	**60,627**	-	60,627
J.R. Construction	46,575	-	-	-	-	**46,575**	-	46,575
John Blackstead DBA PMI	-	-	75,192	-	-	**75,192**	-	75,192
John Deere Co.,	-	-	-	-	58,346	**58,346**	-	58,346
Koch Material Co.,	85,483	55,696	-	-	-	**141,179**	-	141,179
Lansdowne-Moody Co., Inc.	-	-	-	69,561	-	**69,561**	-	69,561
L & G Engineering Laboratory, LLC	-	-	-	29,386	3,969	**33,354**	-	33,354
Magic Valley Concrete, Ltd.	-	-	-	-	539	**539**	-	539
Martin Marietta Materials Southwest, Ltd.	-	-	-	82,812	17,229	**100,041**	-	100,041
M.C. Hauling Services	60,416	-	-	-	-	**60,416**	-	60,416
Moya Dump Truck	33,853	-	-	-	-	**33,853**	-	33,853
National Waterworks	-	-	8,428	2,502	-	**10,930**	-	10,930
Pavement Markings, Inc.	92,430	46,533	46,989	63,690	11,965	**261,607**	-	261,607
Performance Grade Asphalt, LLC	-	-	13,464	61,547	-	**75,011**	-	75,011
Philpott Motors, Ltd.	-	-	-	22,540	-	**22,540**	-	22,540
Power Pro Concrete Cutting, LLC	-	-	-	1,288	-	**1,288**	-	1,288
PSI Professional Services Industries	-	3,893	-	-	-	**3,893**	-	3,893
Professional Service Industries, Inc.	-	4,222	10,618	-	-	**14,840**	-	14,840
Quintanilla, Headly & Associates, Inc.	353,356	-	-	-	-	**353,356**	-	353,356
Raba-Kistner Consultants, Inc.	1,397	-	-	-	-	**1,397**	-	1,397
Rental Service Corporation	1,640	-	-	-	-	**1,640**	-	1,640
Rio Valley Pipe, LLC	-	-	9,357	1,544	11,695	**22,596**	-	22,596
Rodriguez Engineering	700,940	303,944	85,938	259,862	-	**1,350,684**	-	1,350,684
Rush Truck Center	-	-	135,566	257,152	-	**392,718**	-	392,718
S & G Paving Co.,	488,042	1,147,810	300,099	-	-	**1,935,951**	-	1,935,951
Sascon, Inc.	337,042	360,596	-	-	-	**697,638**	-	697,638
Seiver Implement Co.,	-	-	57,129	-	-	**57,129**	-	57,129
Superior Disposal Systems	-	18,000	-	-	-	**18,000**	-	18,000
TEDSI Infrastructure Group, Inc.	645,781	-	258,989	-	-	**904,769**	-	904,769
Texas Department of Transportation	-	4,000	-	-	-	**4,000**	-	4,000
The Monitor	6,429	2,622	1,462	-	-	**10,512**	-	10,512
Triple R Trucking, Inc.	158,736	-	-	-	-	**158,736**	-	158,736
Universal Truckers, Inc.	187,126	237,008	138,895	473,412	75,094	**1,111,536**	-	1,111,536
Valley Caliche Products, Inc.	4,164	35,083	-	-	-	**39,247**	-	39,247
Valley Boring Serivce, LLC	-	-	-	-	44,750	**44,750**	-	44,750
Varmicon Industries, Inc.	4,206	-	3,958	952	-	**9,116**	-	9,116
Total	4,018,236	2,886,404	1,683,243	3,285,200	1,132,759	**13,005,843**	11,948	13,017,791

County of Hidalgo, Texas
Project Summary
Precinct 2 - Roads
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	(1,592,409)	1,907,591	**1,907,591**	-	-
F1332	1,500,000	(1,343,480)	156,520	**156,520**	-	-
F1336	2,000,000	(1,194,442)	805,558	**763,964**	-	41,594
Total	7,000,000	(4,130,331)	2,869,669	**2,828,076**	-	41,594

Vendor	Expenditures				Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1336	**Total**		
Alonzo, Assencion & Maria	10,500	-	-	**10,500**	-	10,500
Anderson Equipment Co., Inc	-	-	103,088	**103,088**	-	103,088
Atlas & Hall, LLP	135	-	-	**135**	-	135
Bill Granot, Inc.	129,637	-	-	**129,637**	-	129,637
Cantu, Mr. & Mrs. Jose C.	13,500	-	-	**13,500**	-	13,500
Central Ready Mix Concrete	2,324	-	-	**2,324**	-	2,324
Connect Infrastructure & Development	18,375	-	-	**18,375**	-	18,375
Contech Construction	81,852	-	-	**81,852**	-	81,852
Delta Specialties Supply	1,320	-	-	**1,320**	-	1,320
Frontera Materials, Inc.	113,635	-	-	**113,635**	-	113,635
H & V Equipment, Inc.	137,131	-	31,757	**168,888**	-	168,888
Hi-Tech Irrigation Inc.	3,437	-	-	**3,437**	-	3,437
Hidalgo County Irrigation	5,095	-	-	**5,095**	-	5,095
Holt Rental Services	676	-	-	**676**	-	676
J-III Concrete Co, Inc.	740	-	-	**740**	-	740
Jimenez, Fernando & Norma	21,261	-	-	**21,261**	-	21,261
KVS Family Limited	40,552	-	-	**40,552**	-	40,552
Lansdowne-Moody Co, Inc	-	-	98,610	**98,610**	-	98,610
Leonel Garza, Jr. & Associates, LLC	14,200	-	-	**14,200**	-	14,200
Lowe's Bus. Account	243	-	-	**243**	-	243
Martinez, Mr. & Mrs. Alberto C.	6,680	-	-	**6,680**	-	6,680
Martin Farm & Ranch Supply	921	-	-	**921**	-	921
McAllen Construction	32,740	-	-	**32,740**	-	32,740
McCoy's Building Supply	1,339	-	-	**1,339**	-	1,339
Montalvo & Ramirez, Law Office of	28,330	-	-	**28,330**	-	28,330
National Waterworks	976	-	-	**976**	-	976
Noe Gonzalez, JNR	1,000	-	-	**1,000**	-	1,000
R. Gutierrez Engineering	62,154	-	-	**62,154**	-	62,154
Rio Valley Pipe, Ltd.	37,950	-	-	**37,950**	-	37,950
Rush Truck Center	-	156,520	259,184	**415,704**	-	415,704
S & G Paving Co.	928,415	-	-	**928,415**	-	928,415
Schuster, Carl & Morley	23,137	-	-	**23,137**	-	23,137
Sea Garden Sales DBA SGS Industrial	42	-	-	**42**	-	42
Shepler's	1,180	-	-	**1,180**	-	1,180
South Texas Land Investigations	25,850	-	-	**25,850**	-	25,850
The Home Depot CRC	643	-	-	**643**	-	643
Texas Department of Transportation	18,531	-	-	**18,531**	-	18,531
Tully A. Mayer Limited	14,992	-	-	**14,992**	-	14,992
Universal Truckers, Inc.	70,171	-	-	**70,171**	-	70,171
Valley Caliche Products, Inc.	737	-	-	**737**	-	737
Valley Hardware Co., Inc.	40	-	-	**40**	-	40
Varmicon Industries, Inc.	43,933	-	-	**43,933**	-	43,933
Vasquez, Exiquio & Irma	2,772	-	-	**2,772**	-	2,772
W.T. Liston Company	10,448	-	-	**10,448**	-	10,448
Waukesha-Pearce Indusries, Inc.	-	-	271,325	**271,325**	-	271,325
Total	1,907,591	156,520	763,964	**2,828,076**	-	2,828,076

County of Hidalgo, Texas
Project Summary
Precinct 3 - Roads
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	155,984	3,655,984	**3,642,690**	13,295	-
F1332	3,248,400	(1,389,299)	1,859,101	**1,859,101**	-	-
F1334	2,800,000	(2,582,385)	217,615	**217,615**	-	-
F1336	3,828,000	(1,927,018)	1,900,982	**1,900,982**	-	-
Total	13,376,400	(5,742,718)	7,633,682	**7,620,388**	13,295	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	8,617	-	-	-	**8,617**	-	8,617
Anderson Equipment Co., Inc.	-	170,694	-	-	**170,694**	-	170,694
Art's A & A Truck City USA	-	26,600	-	-	**26,600**	-	26,600
Asphalt Zipper Inc.	-	-	-	91,807	**91,807**	-	91,807
Atlas & Hall, LLP, Trustee	-	-	200,020	-	**200,020**	-	200,020
Benny's Caliche Hauling Service	-	42,627	-	-	**42,627**	-	42,627
Brigg's Equipment	-	26,000	-	-	**26,000**	-	26,000
Closner Construction Co.	63,558	-	-	-	**63,558**	-	63,558
Cooper Equipment Company	65,358	-	-	-	**65,358**	-	65,358
Dallas Mack Sales LP	-	75,218	-	-	**75,218**	-	75,218
Dickson Equipment Co., Inc.	-	25,367	-	-	**25,367**	-	25,367
Doggett Heavy Machinery Services, Ltd.	-	-	-	645,286	**645,286**	-	645,286
Frontera Materials, Inc.	123,606	178,878	-	-	**302,484**	-	302,484
Grafco Texas, Inc.	-	32,944	-	-	**32,944**	-	32,944
Hinojosa Engineering, Inc.	-	81,694	-	-	**81,694**	-	81,694
Holt Texas Ltd. DBA Holt Power Systems	-	-	-	467,840	**467,840**	-	467,840
Houghes Supply, Inc.	8,654	-	-	-	**8,654**	-	8,654
Houston-Galveston Area Council	-	38,167	-	-	**38,167**	-	38,167
Javier Hinojosa Engineering	329,421	-	-	-	**329,421**	13,295	342,716
J.C. Brown, Inc.	-	48,688	-	-	**48,688**	-	48,688
J.M. Construction, Inc.	-	-	-	204,722	**204,722**	-	204,722
Jimmy Closner & Sons Construction Co.	342,590	-	-	-	**342,590**	-	342,590
John Deere Government & National Sales	10,990	62,031	-	54,259	**127,280**	-	127,280
Koch Material Co.	10,435	-	-	-	**10,435**	-	10,435
La Joya Water Supply Corp.	-	-	3,225	-	**3,225**	-	3,225
L & G Consulting Engineers, Inc.	1,038	107,456	-	3,822	**112,316**	-	112,316
L & R Precast Concrete Works, Inc.	10,820	-	-	-	**10,820**	-	10,820
Mission Paving Co., Inc.	318,963	76,935	-	-	**395,898**	-	395,898
National Waterworks	8,820	-	-	-	**8,820**	-	8,820
Pavement Markings, Inc.	26,553	8,735	-	2,565	**37,853**	-	37,853
Perez Fence Inc.	-	-	14,370	-	**14,370**	-	14,370
Philpott Motors, Ltd.	14,869	35,988	-	-	**50,857**	-	50,857
Raba-Kistner Consultants, Inc.	13,437	3,368	-	-	**16,805**	-	16,805
R.B. Everett	-	48,408	-	-	**48,408**	-	48,408
Rio Valley Pipe, LLC	902	-	-	-	**902**	-	902
Rush Truck Center Pharr Peterbilt	91,619	230,073	-	399,496	**721,188**	-	721,188
Sascon, Inc.	-	353,204	-	-	**353,204**	-	353,204
S & G Paving Co.	1,230,426	80,472	-	-	**1,310,898**	-	1,310,898
Superior Disposal Systems	50,000	-	-	-	**50,000**	-	50,000
Triple R Trucking, Inc.	35,859	8,434	-	-	**44,294**	-	44,294
Universal Truckers, Inc.	5,636	-	-	-	**5,636**	-	5,636
Valley Caliche Products, Inc.	842,097	74,119	-	31,185	**947,401**	-	947,401
Varmicon Industries, Inc.	28,421	-	-	-	**28,421**	-	28,421
Vermeer Equipment of Texas, Inc.	-	23,000	-	-	**23,000**	-	23,000
Total	3,642,690	1,859,101	217,615	1,900,982	**7,620,388**	13,295	7,633,682

County of Hidalgo, Texas
Project Summary
Precinct 4 - Roads
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1331	3,500,000	-	3,500,000	**3,500,000**	-	-
F1332	1,500,000	(140,103)	1,359,897	**1,359,897**	-	-
F1334	1,200,000	(1,200,000)	-	**-**	-	-
F1336	2,700,000	(275,841)	2,424,159	**2,424,159**	-	-
Total	8,900,000	(1,615,944)	7,284,056	**7,284,056**	-	-

Vendor	Expenditures					Encumbrance	Total Expenditures + Encumbrance
	F1331	F1332	F1334	F1336	**Total**		
A & E Paving Construction	6,623	-	-	-	**6,623**	-	6,623
Acosta, Felipe & Berta	4,690	-	-	-	**4,690**	-	4,690
Aguirre & Patterson Inc.	250	-	-	-	**250**	-	250
Air Burners, LLC	-	-	-	122,763	**122,763**	-	122,763
Atlas & Hall, LLP	-	5,724	-	-	**5,724**	-	5,724
Caldwell Country Chevrolet	-	-	-	88,346	**88,346**	-	88,346
Cantu, Mr. & Mrs. Jose Javier	-	22,455	-	-	**22,455**	-	22,455
Cardenas, Alonzo	-	1,000	-	-	**1,000**	-	1,000
Closner Construction Co.	7,973	-	-	-	**7,973**	-	7,973
Cooper Equipment Company	-	-	-	39,636	**39,636**	-	39,636
Eagle Asphalt Products, Inc.	9,639	-	-	-	**9,639**	-	9,639
Esparza Pest Control	6,010	-	-	-	**6,010**	-	6,010
FESCO, Ltd.	22,500	-	-	-	**22,500**	-	22,500
Frontera Materials, Inc.	506,702	126,228	-	150,190	**783,120**	-	783,120
Garza, Abraham & Nora V.	3,160	-	-	-	**3,160**	-	3,160
Garza, Eliobardo & Maria	4,000	-	-	-	**4,000**	-	4,000
Heina, Marion D. & Lana Sue	-	39,600	-	-	**39,600**	-	39,600
Hidalgo County Pct. 4	(292)	-	-	-	**(292)**	-	(292)
Holt Texas, Ltd.	-	-	-	1,035,211	**1,035,211**	-	1,035,211
Hughes Supply, Inc.	25,030	52,442	-	-	**77,472**	-	77,472
Ibarra, Ignacio & Minerva	3,930	-	-	-	**3,930**	-	3,930
Interstate Trailers, Inc.	-	-	-	49,633	**49,633**	-	49,633
JCJJl, LTD	35,640	-	-	-	**35,640**	-	35,640
J.E. Saenz & Associates, Inc.	-	149,202	-	-	**149,202**	-	149,202
Jenny Durbin Trucking	23,000	-	-	-	**23,000**	-	23,000
Juan D. Salinas, III	-	2,500	-	-	**2,500**	-	2,500
Koch Material Co.	8,024	-	-	-	**8,024**	-	8,024
La Iglesia Central de Edinburg	10,780	-	-	-	**10,780**	-	10,780
Law Offices of M. Mario Garcia, P.C.	-	1,000	-	-	**1,000**	-	1,000
Leonel Garza Jr. & Associates, LLC	750	-	-	-	**750**	-	750
Livesay Law Office	-	1,000	-	-	**1,000**	-	1,000
L & G Engineering Laboratory, LLC	-	3,394	-	-	**3,394**	-	3,394
L & R Precast Concrete Works, Inc.	-	1,465	-	-	**1,465**	-	1,465
Longhorn Paving	6,000	-	-	-	**6,000**	-	6,000
Martin Marietta Materials	29,335	-	-	-	**29,335**	-	29,335
Millenium Engineers Group, Inc.	-	15,939	-	-	**15,939**	-	15,939
Mission Paving Co., Inc.	1,153,602	435,783	-	-	**1,589,385**	-	1,589,385
MSGM, LLC	11,600	-	-	-	**11,600**	-	11,600
National Waterworks	-	15,680	-	-	**15,680**	-	15,680
Pavement Markings, Inc.	64,265	23,074	-	9,880	**97,220**	-	97,220
Performance Grade Asphalt, LLC	-	10,392	-	4,501	**14,893**	-	14,893
Philpott Motors, Ltd.	-	-	-	68,912	**68,912**	-	68,912
Quintanilla, Headley & Associates, Inc.	565,505	-	-	-	**565,505**	-	565,505
Raba-Kistner Consultants	6,019	-	-	-	**6,019**	-	6,019
Ramirez, Lizbeth	-	1,000	-	-	**1,000**	-	1,000
Ramirez, Pilar N.	-	2,500	-	-	**2,500**	-	2,500
Rio Valley Pipe, Ltd.	-	10,650	-	-	**10,650**	-	10,650
Rodriguez, Robert Jr.	-	1,000	-	-	**1,000**	-	1,000
Romco Equipment Co.	-	-	-	148,798	**148,798**	-	148,798
Roy's Hauling Service, Inc.	540,367	150,096	-	-	**690,463**	-	690,463
Rush Truck Centers of Texas, LP	-	-	-	616,688	**616,688**	-	616,688
RRR Development, LP	23,460	-	-	-	**23,460**	-	23,460
Saenz Paving	40,644	-	-	-	**40,644**	-	40,644
Salazar, Roberto	-	1,000	-	-	**1,000**	-	1,000
Salinas, Juan D. III, County Clerk	-	10,000	-	-	**10,000**	-	10,000
Sascon, Inc.	13,300	94,905	-	-	**108,205**	-	108,205
Sector Investments, LLC	13,330	-	-	-	**13,330**	-	13,330
Sesin Engineering	5,714	-	-	-	**5,714**	-	5,714
Share Corp.	-	952	-	-	**952**	-	952
Shuaib, Said Ali & Tawhid	10,490	-	-	-	**10,490**	-	10,490
South Texas Land Investigations	5,000	1,475	-	-	**6,475**	-	6,475
Tamez, Fernando & Maria	9,750	-	-	-	**9,750**	-	9,750
TEDSI Infrastructure Group, Inc.	148,000	-	-	-	**148,000**	-	148,000
Texas Dept of Transportation	1,392	-	-	-	**1,392**	-	1,392
Texas Eastern Transmission, LP	-	15,749	-	-	**15,749**	-	15,749
The Monitor	5,842	5,916	-	-	**11,758**	-	11,758
Triple R Realty & Appraisal Service, Inc.	19,561	1,575	-	-	**21,136**	-	21,136
United Contracting, Inc.	73,284	-	-	-	**73,284**	-	73,284
Unique Utilities Construction	21,995	-	-	-	**21,995**	-	21,995
Universal Truckers Inc.	4,490	2,276	-	-	**6,766**	-	6,766
Valley Caliche Products, Inc.	14,790	145,923	-	-	**160,712**	-	160,712
Valley Land Title Co. Ltd.	26,942	-	-	-	**26,942**	-	26,942
Varmicon Industries, Inc.	6,915	8,003	-	-	**14,918**	-	14,918
Wirtgen America Inc.	-	-	-	89,600	**89,600**	-	89,600
Total	3,500,000	1,359,897	-	2,424,159	**7,284,056**	-	7,284,056

County of Hidalgo, Texas
Project Summary
Raymondville Drainage
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	7,350,000	740,291	8,090,291	**7,427,342**	662,949	-
Total	7,350,000	740,291	8,090,291	**7,427,342**	662,949	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Cardenas, Ruben	1,045,146	**1,045,146**	-	1,045,146
Cardenas, Sylvia	1,045,146	**1,045,146**	-	1,045,146
S & B Infrastructure, Ltd.	5,337,051	**5,337,051**	662,949	6,000,000
Total	7,427,342	**7,427,342**	662,949	8,090,291

County of Hidalgo, Texas
Project Summary
J-09 Drainage Project
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,750,000	(1,494,479)	1,255,521	**1,238,447**	17,074	-
Total	2,750,000	(1,494,479)	1,255,521	**1,238,447**	17,074	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Leonel Garza, Jr. & Associates, LLC	26,000	**26,000**	4,000	30,000
TEDSI Infrastructure Group, Inc.	1,212,447	**1,212,447**	13,074	1,225,521
Valley Land Title Co.,	-	**-**	-	-
Total	1,238,447	**1,238,447**	17,074	1,255,521

County of Hidalgo, Texas
Project Summary
HCCD#1 - Machinery & Equipment
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Encumbrance	Balance
F1341	2,014,242	(361,617)	1,652,625	**1,649,635**	2,990	-
Total	2,014,242	(361,617)	1,652,625	**1,649,635**	2,990	-

Vendor	Expenditures		Encumbrance	Total Expenditures + Encumbrance
	F1341	**Total**		
Alamo Sales Corporation	161,154	**161,154**	-	161,154
Barbee-Neuhaus Implement Co.,	-	**-**	2,990	2,990
Caldwell Country Chevrolet	26,929	**26,929**	-	26,929
H & V Equipment, Inc.	28,500	**28,500**	-	28,500
Holt Texas Ltd. DBA Holt CAT	689,000	**689,000**	-	689,000
John Deere Company	83,182	**83,182**	-	83,182
Romco Equipment Co.	660,870	**660,870**	-	660,870
Total	1,649,635	**1,649,635**	2,990	1,652,625

County of Hidalgo, Texas
Project Summary
Transfers Out - Capital Outlay
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1332	-	1,113,601	1,113,601	**1,112,441**	1,160
F1334	-	1,176,335	1,176,335	**1,153,805**	22,530
F1336	1,900,000	377,257	2,277,257	**2,268,217**	9,040
F1342	-	225,000	225,000	**225,000**	-
Total	1,900,000	2,892,193	4,792,193	**4,759,463**	32,730

Project	Expenditures				**Total Expenditures**
	F1332	F1334	F1336	F1342	
Bennet Building	-	251,335	27,566	-	**278,901**
Horizon Building	-	18,214	-	-	**18,214**
Election Warehouse	-	-	-	225,000	**225,000**
New Adult Probation Building	37,852	-	205,936	-	**243,788**
Old K-Mart Building	114,777	884,256	2,034,715	-	**3,033,748**
Pct. 4 New Offices	959,812	-	-	-	**959,812**
Total	1,112,441	1,153,805	2,268,217	225,000	**4,759,463**

County of Hidalgo, Texas
Project Summary
Transfers Out - TXDOT Projects
Project Inception to May 31, 2013

Funding Sources	Original Budget	Budget Amendment	Adjusted Budget	**Total Expenditures**	Balance
F1331	-	870,365	870,365	**510,225**	360,140
F1332	-	2,505,808	2,505,808	**2,505,130**	677
F1334	-	3,906,007	3,906,007	**3,906,007**	-
F1336	2,453,000	2,017,203	4,470,203	**4,189,791**	280,412
F1339	-	1,078,759	1,078,759	**922,158**	156,601
F1341	-	289,888	289,888	**-**	289,888
F1342	-	1,349,607	1,349,607	**300,905**	1,048,702
Total	2,453,000	12,307,524	14,470,636	**12,334,215**	2,136,420

Project	Precinct	Expenditures							**Total Expenditures**
		F1331	F1332	F1334	F1336	F1339	F1341	F1342	
CO WIDE (Traffic Signals)	CO WIDE	-	-	19,407	12,473	-	-	-	**31,880**
CR 342 Bridge (Charles Green Rd)	1	-	-	-	4,590	-	-	-	**4,590**
CR 684 Bridge (Mile 4 N. Rd)	1	-	-	12,317	-	-	-	-	**12,317**
CR 804 Bridge (Mile 12 N. Rd)	1	-	-	-	5,130	-	-	-	**5,130**
CR 825 Bridge (Mile 2 W. Rd)	1	-	-	-	4,320	-	-	-	**4,320**
CR 855 Bridge (Mile 4 1/2 W. Rd)	1	-	-	-	6,750	-	-	-	**6,750**
FM 88 (Mile12N-FM1925)	1	-	-	785,512	70,000	4,988	-	-	**860,499**
FM 493 (US281-BUS83)	1	-	-	-	-	-	-	17,778	**17,778**
MILE 2 W. RD (Mile12N-SH107)	1	-	-	91,896	-	-	-	-	**91,896**
MILE 2 W. RD (US83-Mile12N)	1	-	-	-	300,853	-	-	-	**300,853**
MILE 6 W. RD (Mile 9 N-SH107)	1	-	-	-	98,308	-	-	-	**98,308**
CR 790 Bridge (Moore Rd)	2	-	-	27,635	-	-	-	-	**27,635**
FM 2061 (Dicker-Mission Floodway)	2	146,980	-	-	-	-	-	-	**146,980**
FM 907 S. Outfall	2	-	-	-	837,978	-	-	-	**837,978**
Nolana Loop (FM1426-FM88)	2	-	-	-	-	62,500	-	-	**62,500**
North "I" Rd (FM495-Owassa)	2	112,231	1,618,545	-	-	10,572	-	-	**1,741,347**
South McColl (Orangewood-Dicker)	2	-	147,947	340,000	40,812	283,943	-	125,323	**938,024**
Sugar Rd (Sioux-Owassa)	2	-	50,243	-	-	-	-	-	**50,243**
BUS 83 PH I (US83-FM1427)	3	26,103	-	-	-	-	-	-	**26,103**
BUS 83 PH I Outfall	3	-	-	87,521	-	48,000	-	-	**135,521**
BUS 83 PH II (FM1427-Showers)	3	13,200	-	-	-	-	-	-	**13,200**
BUS 83 PH III (Showers-Penitas)	3	21,450	-	-	-	-	-	-	**21,450**
FM 681 (SH107-FM2221/FM492)	3	-	-	-	1,295,150	445,693	-	47,893	**1,788,736**
FM 1924 PH I (FM494-SH107)	3	-	476,567	118	-	-	-	-	**476,685**
FM 1924 PH I Outfall	3	-	-	815,421	-	-	-	-	**815,421**
FM 1924 PH II (SH107-FM492)	3	-	-	761,160	18,073	3,574	-	-	**782,807**
FM 1924 PH II Outfall	3	-	-	-	554,911	-	-	-	**554,911**
FM 2221/ FM 492 (FM681-SH364)	3	-	-	-	893,368	50,797	-	20,853	**965,018**
MILE 2 N. RD (Moorefield-La Homa)	3	-	-	-	-	-	-	16,103	**16,103**
SH 364 (SH495-FM1924)	3	-	-	-	-	-	-	72,955	**72,955**
SH 495 Underpass/Abram	3	-	11,030	822,121	-	3,691	-	-	**836,841**
US 83 Palmview	3	98,463	-	-	6,499	-	-	-	**104,962**
FM 2128 (SH107-US281)	4	86,798	-	-	-	-	-	-	**86,798**
FM 2128 Drainage	4	-	200,798	-	-	-	-	-	**200,798**
North "I" Rd (Owassa-US281)	4	5,000	-	142,900	40,576	8,401	-	-	**196,877**
Total		510,225	2,505,130	3,906,007	4,189,791	922,158	-	300,905	**12,334,215**

AI-39919 **Purchasing Department 12. A.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of the sixty (60) grace period extension as provided under Exhibits B-1-Requirements and B-2-Evaluations included in Amendment to Contract#C-11-117-08-02 with Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Current Work Authorizations as follow with account numbers:

WA#1--PO#670133-Acct. #2-1100-415-00-115-002-0-311
WA#2--PO#670372-Acct. #2-1100-415-00-115-002-0-311
WA#3---PO#669756-Acct. #2-1200-431-00-124-007-0-311

Attachments

Extension Notice

Amendment Document

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2013 12:58 PM
Budget & Management	Obdett Calzada	07/26/2013 03:17 PM
Purchasing Department	Marty Salazar	07/26/2013 12:58 PM
Budget & Management	Obdett Calzada	07/26/2013 03:17 PM
Auditor's Office		

Form Started By: Vangie Garcia Started On: 07/26/2013 11:48 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 26, 2013

Godinez Communications
Attn: Brian Godinez
300 S. 8th Street
McAllen, Texas 78501

Email: brian@gogogodinez.com

Re: Sixty-Day Extension: C-11-117-08-02-Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All Funding Sources, Programs, And Entities)

Dear Mr. Godinez:

Commissioners' Court will take applicable action **(Tuesday, July 30, 2013)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place with the same rate, term and conditions.

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, July 30, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT #C-11-117-08-02
FOR PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW, AND FACILIATE HIDALGO COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTOR (Including All Funding Sources, Programs, And Entities)

This **AMENDMENT** to the CONTRACT is made this **17th** day of **July of 2012** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **BRIAN GODINEZ, DBA GODINEZ COMMUNICATIONS** (the "CONSULTANT").

WHEREAS, Consultant and Hidalgo County entered into a Contract on August 2, 2011 (the "CONTRACT") in which the Consultant agree to provide the professional consulting services as described in the Contract;

WHEREAS, the Contract did not reference the requirements/evaluation of the services Requirements attached hereto as Exhibit B-1 (the "Requirements"); as well as the Evaluation attached hereto as Exhibit B-2 (the "Evaluation") that were part of the Request For Proposals (the "RFP Packet") issued by the Purchasing Department of County in acquiring the services of the Consultant;

WHEREAS, the parties have now determined to amend the Contract to reference and include the Requirements and Evaluation that were part of the Request For Proposals issued by the Purchasing Department in acquiring services of Consultant; and

WHEREAS, the parties desire to extend the termination date of the Contract.

NOW THEREFORE, for and in consideration of the services performed by Consultant and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Consultant and Department hereby agree to the following Amendment to the Contract:

1. Article 2.2 on page 2 of the Contract is amended by adding the following;

   Consultant agrees to provide to Hidalgo County the services in accordance with the Requirements and Evaluation as described in Exhibits B-1 and B-2 attached hereto respectively and incorporated into the Contract.

2. The date of August 2, 2012 in Article 3.1 is deleted and the date of August 2, 2013 is substituted in lieu thereof.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Consultant and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

CONSUTLANT:

Brian Godinez dba Godinez Communications

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Approved by Commissioners' Court
on 7/17/12

EXHIBIT B-1
(the "REQUIREMENTS")

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW, AND FACILITATE HIDALGO COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP NO: 2011-117-05-04-YZV

Hidalgo County is requesting sealed proposals with qualifications from qualified **"Professional Consulting Services"** in order to **Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors** on an **"As Needed Basis"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, May 04, 2011**. **ANY RFP w/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO:2011-117-05-04

The Submittal Envelope Must Show the RFP w/Q Number, Name and Acceptance Date.

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The following outlines the Request For Proposal w/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 27, 2011 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by Friday, April 29, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSAL.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the (3) Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS/QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's sole option to renew the "contract" for an additional one (1) year term pursuant to a Master Consultant Agreement based on Work Authorizations.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions, if applicable.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP w/Q REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SCOPE OF PROJECT:
The County of Hidalgo is seeking a consultant to assist, assess, review, and facilitate the County's revenue and expenditure efficiencies. These firms would specialize in the government and public sector projects, with experience, specifically in South Texas and will be based on a Master Consultant Agreement pursuant to Work Authorizations.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSERS QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant"** that has had experience in, but not limited to, the following areas:

1. **Experience in local-area government/business relations and representation.** A minimum of three (3) years experience with local-area government jurisdictions, aka, political subdivisions as a consultant providing similar (if not identical) services; Five examples of work product/deliverables produced for other entities are required preference to Counties, Cities and/or School Districts;
2. **Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources;**
3. Must have work experience in building and planning skills. Provide at least three samples that demonstrate same;
4. **Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.**
5. Must have appropriate staffing to undertake and conduct multiple projects engaged in a timely manner through resumes. **The firm must provide an organization chart for the project and a summary paragraph of the project work to be performed by each proposed staff member.**
6. Excellent financial-related background. Confirmation of financial stability will be requested by County;
7. Effective communication skills, both verbal and written; Provide a minimum of three examples that demonstrate same;
8. Excellent skills and abilities to compile, obtain, gather and analyze financial data and information; Provide a minimum of three examples that demonstrate analytical skills which benefited the entity;

Additionally, this section should include a description of firm's project personnel, and their

most recent similar projects. At least three (3) Firm Projects, a client contract name and phone number should be included for reference purposes. Additionally, the names personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED LICENSE/CERTIFICATIONS AND SUBMITTAL (IF APPLICABLE): This section will contain any licenses and certifications as required by HIDALGO COUNTY and/or pertinent to the services to be provided. An affirmative statement should be included that the consultant and assigned staff are properly registered to practice in the state of Texas.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced, qualified professional consultants in order to provide consulting services required to assist, assess, review, and facilitate the county's revenue and expenditure efficiencies. The **"Consultant To Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors"** contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

a. Plan, prepare and coordinate presentations for County Officials/Representatives relating to County's revenue and expenditure efficiencies on a weekly, monthly and/or quarterly; (or as requested by County Commissioner's Court)
b. Coordinate with the County to jointly develop strategies relating to County's revenue and expenditure efficiencies;
c. Coordinate with the County to jointly develop strategies relating to County's revenue and expenditure efficiencies;
d. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to county's revenue and expenditure efficiencies;
e. Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies;
f. The Consultant shall prepare a schedule of work (hereinafter referred to as a "***Work Schedule***") based on requirements/specifications of RFP.
g. The Consultant shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work.
h. Prepare preliminary study reports for approval by the County before the final report is issued.
i. The Consultant shall promptly advise the County in writing of events which have a significant impact upon the progress of the Consultant's services and work and the approved ***Work Schedule*** including:
    1) Problems, delays, adverse conditions which will materially affect the ability to attain contract objective prevent the meeting of time schedules and goals.
    2) Favorable developments or events which enable meeting the ***Work Schedule*** goals sooner than anticipated.
j. The Consultant shall proceed with the work as authorized by the County through an agreed ***Work Authorization*** document.
k. The Consultant will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal agreed upon by the County and Consultant.

l. The ***Work Authorization*** shall not waive the County and the Consultant responsibilities and obligation.
m. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
n. Report and consult to the County Commissioners as often as reasonably necessary;
o. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs.
p. Will be required to collect, analyze, and report data on the performance of program activities that are funded by public and private sources;
q. Consultant will entail researching county's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness.
r. Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding.
s. Submit a proposed schedule and tasks required to implement recommended changes.
t. Develop procedures for administering the proposed expenditure efficiencies.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) CD's in PDF Format.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Pricing must be all-inclusive based on information contained in this RFP.

- Proposer is to provide an hourly proposal to coincide with project assignment through ***Work Authorization***.
- The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established

TERMINATION OF SERVICES:
Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner' s Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner' s Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFP(S) have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner' s Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **EXPERIENCE/BACKGROUND - 30 POINTS**

   A. Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources. (10 pts)
   B. Provides sufficient professional background. (5pts)
   C. Experience in local-area governmental/business relations and representation.(5pts)
   D. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.(5pts)
   E. Extent of experience.(5pts)

2. **PROPOSER'S QUALIFICATIONS – 20 POINTS**

   A. Met minimum of three (3) years of responsible experience in local-area government/business;(10 pts)
   B. Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources; (10 pts)

3. **COST – 25 POINTS**

   A. Provides the required services at a reasonable cost; (25pts)

4. **CAPACITY OF PERFORMANCE – 25 POINTS**

   A. Provides appropriate evidence of adequate staffing. (5 pts)
   B. Staffing level/experience of staff. (5pts)
   C. Adequacy of resources to perform these services (5pts)
   D. References with contact names and telephone numbers. (5pts)
   E. Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions (5pts)

EXHIBIT B-2
(the "EVALUATION")

SELECTION/EVALUATION/RANKING CRITERIA

Proposals w/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in ability to assist-assess review and facilitate counties revenue and expenditure efficiencies in various public and private sectors, including but not limited to the following:

1. **EXPERIENCE/BACKGROUND - (30 POINTS)**
   a) Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources
   b) Provides sufficient professional background.
   c) Experience in local-area governmental/business relations and representation
   d) Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
   e) Extent of experience.

2. **PROPOSER'S QUALIFICATIONS- (20 POINTS)**
   a) Met minimum of three (3) years of responsible experience in local –area government/business.
   b) Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources.

3. **COST - (25 POINTS)**
   a) Provides the required services at a reasonable cost.

4. **CAPACITY OF PERFORMANCE - (25 POINTS)**
   a) Provides appropriate evidence of adequate staffing
   b) Staffing level/experience of staff
   c) Adequacy of resources to perform these services
   d) References with contact names and telephone numbers
   e) Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions.

TOTAL POINTS = 100 POINTS

EXHIBIT "B"
RFP w/Q EVALUATION FORM

"PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW AND FACILITATE HIDALGO COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

Selection Criteria	Minimum Points	Score
1. EXPERIENCE/BACKGROUND 30 PTS		
➢ Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources.	10	
➢ Provides sufficient professional background.	5	
➢ Experience in local-area governmental/business relations and representation.	5	
➢ Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.	5	
➢ Extent of experience	5	
Comments/Rationale for points:	**TOTAL:**	_____
2. PROPOSER'S QUALIFICATIONS 20 PTS		
➢ Met minimum of three (3) years of responsible experience in local-area government/business	10	
➢ Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources	10	
Comments/Rationale for points:	**TOTAL:**	_____
3. COST 25 PTS		
➢ Provides the required services at a reasonable cost	25	
4. CAPACITY OF PERFORMANCE 25 PTS		
➢ Provides appropriate evidence of adequate staffing.	5	
➢ Staffing level/experience of staff.	5	
➢ Adequacy of resources to perform these services.	5	
➢ References with contact names and telephone numbers.	5	
➢ Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposer's solutions	5	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 4:05 PM
To: 'Evangelina Garcia'
Subject: FW:

Importance: High

YOU DID IT! CONGRATS!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 27, 2012 4:00 PM
To: 'Martha Salazar'
Subject: RE:

Please capitalize the "C" in contract in the last whereas clause. Other than for that change the amendment is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 3:30 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW:
Importance: High

Revisions completed. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 3:04 PM
To: 'Martha Salazar'
Subject: RE:

Marty:
Here's the draft agreement with the additional revisions as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 2:04 PM
To: 'Evangelina Garcia'
Subject: FW:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

RAG
R045

DATE (MM/DD/YYYY)
12/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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
HEARTLAND MARKETING GROUP INC
504623 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIAN GODINEZ DBA GODINEZ
COMMUNICATIONS
300 S 8TH ST
MCALLEN TX 78501

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	X		46 SBM ZW6973	12/03/2011	12/03/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

Hidalgo county
2802 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jac Mallon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

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	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com
INSURED Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Progressive Casualty Ins Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 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

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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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: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The United States Liability Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Godinez Communications, 300 S. 8th Street, McAllen TX 78501

COVERAGES CERTIFICATE NUMBER: 2011/2012E&OMASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd 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

John McMahan/EMILY Pat M. Mahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

APPROVED

AI-32984 **Purchasing Department** **41. A. 0.**
CC REGULAR
Meeting Date: 07/17/2012
Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of an Amendment to Contract #C-11-117-08-02 with Godinez Communications dba Brian Godinez for Professional Consulting Services To Assist, Assess, Review And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs And Entities) so as to incorporate to the contract by reference Exhibit B-1 (the "Requirements") as well as B-2 (the "Evaluation") that were part of the Request For Proposals (the "RFP Packet") issued by the Purchasing Department of County and thus extending the contract term to terminate on August 2, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

There are three (3) work authorizations in place under this contract. Any future projects, funding will be identified at that point. The three (3) work authorizations in place with the funding identified as follow:

Work Authorization No. 1 (2-1100-415-00-115-002-0-311)-$34,275.00-----P.O.# 670133 available funds as of 07/06/12
Work Authorization No. 2 (2-1100-415-00-115-002-0-311)-$36,815.00-----P.O.# 670372 available funds as of 07/06/12
Work Authorization No. 3 (2-1200-431-00-124-007-0-311)-$34,965.00-----P.O.# 669756 available funds as of 07/06/12

Attachments

Amendment Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 04:19 PM
Budget & Management	Merlen P. Munoz	07/05/2012 04:26 PM
Rosalinda Cantu	Rosie Cantu	07/06/2012 03:59 PM
Purchasing Department	Marty Salazar	07/05/2012 04:19 PM
Budget & Management	Merlen P. Munoz	07/05/2012 04:26 PM
Rosalinda Cantu	Rosie Cantu	07/06/2012 03:59 PM
Auditor's Office		

Form Started By: Vangie Garcia Started On: 06/25/2012 02:23 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
C-11-117-08-02

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Brian Godinez, dba Godinez Communications**, Professional Consultant, of **McAllen, Texas**, hereinafter called the **"Consultant".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All Funding Sources, Programs, And Entities)"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Consultant** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Consultant. The **Owner** agrees to employ the **Consultant** and the **Consultant** agrees to perform professional consulting services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Consultant** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement. **CONSULTANT** agrees

to provide those services more particularly as described on **EXHIBIT "B"** attached hereto and made part of this agreement. **CONSULTANT** shall provide the services for the rates and fees described on **EXHIBIT "B"** attached hereto and made part of this agreement. Consultant shall commence work upon receipt of a Work Authorization issued by County.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Consultant**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Consultant** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Consultant, Hidalgo County reserves the right to request these services from other sources other than the consultant and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on **August 2, 2012** hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Consultant** for work performed or costs incurred by the **Consultant** prior to the date authorized by the **Owner** for the **Consultant** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Consultant** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the

Termination Date by written supplemental agreement as provided in Article 8 hereof. The **Consultant** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Consultant** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Consultant**, followed by written confirmation from the **Owner** to the **Consultant** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Consultant**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Consultant.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Consultant** and the **Owner**.

(3) By the **Owner,** upon failure of the **Consultant** to fulfill the **Consultant's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Consultant** of such failure and the **Consultant** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Consultant**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Consultant** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Consultant.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Consultant.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Consultant** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Consultant** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Consultant** to fulfill the **Consultant's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the

work to completion. In such case, the **Consultant** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Consultant** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Consultant**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Consultant** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Consultant,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Consultant** under this Agreement, except the obligations set forth in Articles 11, 12, 13, 15, 16, 17, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Consultant** shall, from time to time during the progress of the work, confer with the **Owner**. The **Consultant** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Consultant's** services and work.

At the request of the **Owner** or the **Consultant**, conferences shall be provided at the **Consultant's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Consultant's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Consultant's** preliminary report will be addressed by the **Consultant** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Consultant's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Consultant's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Consultant** to determine the corrective action needed by either the **Owner** or the **Consultant.**

The **Consultant** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Consultant's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Consultant** within established time periods; this disclosure will be accompanied by a statement by the **Consultant** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Consultant, the Owner shall compensate the Consultant as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Consultant**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Consultant** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Consultant** for

Services shall be made by the **Owner**, upon presentation by the **Consultant** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Consultant** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Consultant,** the **Owner** shall pay the **Consultant** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Consultant** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Consultant** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Consultant** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Consultant** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner**

meets approving such payment, the **Owner** shall make payment to the **Consultant** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Consultant** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Consultant** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Consultant** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Consultant** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Consultant** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Consultant** delivers to the **Owner** an affidavit that so far as the **Consultant** has knowledge or information any and all amounts due for materials and services over which the **Consultant** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Consultant** hereunder if any one or more of the following conditions precedent exist:

The **Consultant** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(1) Any part of such payment is attributable to the **Consultant's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Consultant's** services which were performed in accordance with this Agreement.

(2) The **Consultant** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Consultant;**

(3) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Consultant's** services in accordance with this Agreement, no additional payments will be due the **Consultant** hereunder unless and until the **Consultant,** at its sole cost, performs a sufficient portion of the **Consultant's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Consultant's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Consultant's** services to which such partial payment related or relieves the **Consultant** of any of its obligations hereunder with respect thereto.

6.5 The **Consultant** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Consultant's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Consultant** appearing after completion of the **Project.** (2) failure of the **Consultant's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Consultant** except those previously made in writing and identified by the **Consultant** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Consultant** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Consultant** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Consultant** will prepare a **Work Authorization** document, which will include a

description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Consultant**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Consultant's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Consultant** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Consultant** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Consultant** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Consultant** and the **Owner.** The **Consultant** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Consultant** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Consultant,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Consultant,** and/or (3) for any other reason agreeable to the **Owner** and the Consultant. All supplemental agreements will be developed in the form identified in **EXHIBIT**

"F" - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Consultant** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Consultant** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Consultant** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Consultant** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Consultant** pending verification of satisfactory work performed by the **Consultant.**

ARTICLE 9. Additional Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Consultant** and a written supplemental agreement will be executed between the **Owner** and the **Consultant** as provided herein. The **Consultant** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Consultant** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Consultant** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Consultant** for work

performed or costs incurred by the **Consultant** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound Consulting principles, the **Consultant** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Consultant** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound Consulting principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Consultant** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Consultant will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Consultant** is required to perform additional work due to delays by the imposition of causes not within the **Consultant's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Consultant** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the cost of the **Project** to an amount within the sum estimated by the **Consultant,** the **Consultant** will be required to make such revisions or changes. These changes will only be considered additional work

by the **Consultant,** if the **Consultant** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Consultant** in accordance with Article 9 hereof. If **the Consultant** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Consultant.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. All documents furnished to the **Consultant** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Consultant,** at the **Consultant's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Consultant,** if procurement services are required of the **Consultant** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Consultant** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Consultant** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Consultant.**

ARTICLE 13. Records, Accounting, Inspection. The **Consultant** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Consultant** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Consultant** regarding the **Project** and to all of the **Consultant's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Consultant** shall

preserve all such records for three (3) years after final payment. The **Consultant** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Consultant** shall not assign, subcontract or transfer the **Consultant's** interest in this Agreement without the prior written consent of the **Owner.** The **Consultant** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Consultant** of any responsibilities under this Agreement.

The **Consultant,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Consultant** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Consultant** or from the use of any process designed by the **Consultant** or effected by said apparatus or equipment, and the **Consultant** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Consultant** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Consultant** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Consultant** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Consultant** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Consultant** covering any machines, apparatus, processes, articles, or products included in the **Consultant's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Consultant** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Consultant** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Consultant** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Consultant's** possession prior to such disclosure to the **Consultant** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Consultant** or which otherwise shall lawfully become available to the **Consultant** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Consultant** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Consultant** shall, however, inform each of its employees who receive such information of these restrictions and the **Consultant** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Consultant** shall communicate to the **Owner** at once, and require the **Consultant's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Consultant's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this

Project under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Consultant** as compensation for services rendered by the **Consultant** under contract with the **Owner**. The **Consultant** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Consultant's** employees to work under any contract with the **Owner** concerning this **Project,** the **Consultant** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Consultant's Responsibility and Warranties.

17.1 Consultant's Responsibility. The **Consultant** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant**. No additional compensation will be made to the **Consultant** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant.**

17.2 Warranties.

(a) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Consultant** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Consultant's** experience and abilities with respect to performing the **Consultant's** services hereunder. The **Consultant** accepts the relationship of trust and confidence established between it and the **Owner** by this

Agreement. The **Consultant** covenants with the **Owner** to use the **Consultant's** best efforts, skill, judgement and abilities to perform work on the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

(b) The **Consultant** represents, covenants and agrees that all of **Consultant's** services to be furnished by the **Consultant** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among Consultants of similar experience, knowledge, skill and ability engaged in Consulting practice throughout Texas under the same or similar circumstances involving the request of **Project.**

(c) The **Consultant** represents, covenants and agrees that the **Consultant's** special talent, training and experience cause the **Consultant** to be the prime professional on the **Project;** that because of such talent and training, the **Consultant** envisions of the **Project** in its entirely and possesses the special skills which enable the **Consultant** to recognize dangerous conditions that a reasonable, prudent Consultant having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Consultant** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(d) If the development of **work schedule** identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Consultant** for the **Project,** the **Consultant** represents, covenants and agrees that the **work schedule** of the **Project** will be accurate and free from any material errors. The **Consultant** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the

amenities as set forth in any **work schedule** developed by the **Consultant** for the **Project;** that the result of such **work schedule**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Consultant's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **work schedule** developed by the **Consultant** for the **Project**, nor shall the **Consultant** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Consultant**'s skill and knowledge in preparing such **work schedule.**

(e) In connection with the **Consultant**'s performance of procurement services hereunder, if any, the **Consultant** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Consultant's Resources. The **Consultant** shall furnish and maintain, at the **Consultant's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Employees of the Consultant. All employees of the **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Consultant** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Consultant** certifies that the **Consultant** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.2 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a

need for the **Consultant** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Consultant** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Consultant** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Consultant's** services through activities of the **Consultant**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Consultant** or of any person employed or contracted by the **Consultant** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Consultant,** anyone directly or indirectly employed by the **Consultant** or anyone for whose acts the **Consultant** may be legally liable. The **Consultant** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Consultant,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Consultant** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance The **Consultant** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Consultant** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Consultant** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Consultant** will be considered in breach of contract should the **Consultant** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Consultant** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Consultant** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Consultant** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Consultant** warrants that the **Consultant** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that the **Consultant** has not paid or agreed to pay any company,

Consultant or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Consultant** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Consultant** hereby certifies that the **Consultant** is not delinquent in Texas franchise tax payments, or that the **Consultant** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Consultant** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Consultant** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	Hidalgo County 100 E. Cano, 2nd Floor Edinburg, Texas 78539	**CONSULTANT**:	Brian Godinez dba Godinez Communications 300 S. 8th Street McAllen, Texas 78501

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Consultant** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Consultant** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Consultant** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Consultant** shall remain an independent contractor and shall have no power nor shall the **Consultant** represent that the **Consultant** has any power to bind the **Owner** or to assume or to

create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Consultant** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Consultant** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Consultant.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Consultant** and the **Owner** have caused this **Agreement for Professional Consulting Services** to be effective as of the _____ day of _____, 2011.

CONSULTANT:

BY: _____

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 8-2-11 RO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

Approved on Commissioners' Court: August 2, 2011

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner-Exhibit "A"-Requirements Of RFP
EXHIBIT B	-Scope of Services to be provided by the Consultant
EXHIBIT C	-Work Schedule
EXHIBIT D	-Consultant's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"

Services to be provided by the OWNER

"Requirements-RFP"

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** 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 **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT**.

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

EXHIBIT B
SCOPE OF SERVICES TO BE
PROVIDED BY THE CONSULTANT

- Discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Plan, prepare, facilitate, communicate and coordinate meetings, work sessions, briefings, presentations and reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Coordinate with the County to jointly develop objectives and strategies for County's drainage, indigent defense, communications and economic development relating to County's revenue and expenditure efficiencies;

- Assist with providing appropriate input on any studies identifying concerns that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development;

- Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies drainage, indigent defense, communications and economic development;

- Prepare a schedule of work;

- Prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work.

- Prepare preliminary study reports for approval by the County;

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- Identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Research County's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

EXHIBIT C
WORK SCHEDULE

EXHIBIT C
WORK SCHEDULE

- Work with County Officials/Representatives to research, discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Organize a series of meetings, work sessions, briefings with County Officials/Representatives to discuss, address and develop strategies and implementation plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop, coordinate, communicate and facilitate with presentations, materials and logistics for meetings, work sessions and briefings with County Officials/Representatives to discuss, address and develop the concerns, objectives, strategies and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop impact and conclusion reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies and communicate these reports on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Assist with providing appropriate input on any preliminary studies identifying strategies that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development for approval by the County;

- Identify, define, and develop funding sources to possibly support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of possible program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

EXHIBIT D
CONSULTANT'S RATES

EXHIBIT D
CONSULTANT COST / RATES

Description - All Inclusive	Hourly Fees
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates

Item	Unit Rate
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

EXHIBIT E
WORK AUTHORIZATION FORM

HIDALGO COUNTY

Professional Consulting Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, _____, professional consultant of _____, Texas, hereinafter called "_____".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the to provide _____

_____

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Consultant is identified in *EXHIBIT "B" - Scope of Services to be Provided by the* Consultant attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____, 2011 as indicated in the "Exhibit C–Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County, County Judge as to content and detail of this Work Authorization No.____.

COUNTY OF HIDALGO

BY: _____

Ramon Garcia, County Judge

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE :
(Firms Name)

THE OWNER:
HIDALGO COUNTY

_____

By: (Name of)

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Consultant of, _____, Texas, hereinafter called the "**CONSULTANT**".

WITNESSETH

WHEREAS, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____ day of _____ 2011 concerning **CONSULTANT** for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **CONSULTANT** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Consultant and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE CONSULTANT:
CONSULTANT

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2011

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 MORALES INSURANCE SERVICES 1618 W PECAN SUITE 1 MCALLEN, TX 78501	CONTACT NAME: YESENIA LOZANO PHONE (A/C, No, Ext): 956-630-4343 FAX (A/C, No): 956-630-4374 E-MAIL ADDRESS: YLOZANO8181@SBCGLOBAL.NET
INSURED BRIAN GODINEZ DBA: GODINEZ COMMUNICATIONS 300 S 8TH STREET MCALLEN TX 785001	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : THE HARTFORD INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		X		46SBMZW6973	12/03/2010	12/03/2011	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIDALGO COUNTY ADDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY .

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 SOUTH BUSINESS HWY 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2011

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	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER A: Progressive Casualty Ins Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11/12 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 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

John McMahan/LIZ

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER A: The United States Liability Ins	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd 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

John McMahan/EMILY Pat M. Mahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

See Alamo Insurance's Correspondence below.

Evangelina Garcia

From: Yolanda Velasquez [yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 4:14 PM
To: 'Evangelina Garcia'
Subject: FW: Godinez Communications

FYI: Rec'd from Darlene not Ms. Marty.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:42 PM
To: 'Yolanda Velasquez'
Subject: FW: Godinez Communications

FYI Mr. Looney

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:41 PM
To: 'RocKio'; 'Darlene Betancourt'
Cc: 'ramon garcia'; 'Yolanda'; 'Jaime Longoria'
Subject: FW: Godinez Communications

FYI for project and contract file documentation.
Marty

From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Tuesday, August 16, 2011 5:13 PM
To: Martha Salazar
Subject: Godinez Communications

We were able to find a carrier for Godinez Communications for the E&O Liability insurance you required in the RFP. Annual cost is approximately $1,300. The 5 yr extended coverage is not available and will not be shown on the certificate of insurance. There is an option to buy upon termination for 3 yrs. Based on the RFP I don't think the extended coverage provision is applicable in this case. It will take the completion of an application and issuance by the carrier for the coverage, it should take less than a week. I will be in your offices tomorrow if you have additional questions. I'll drop by after noon my meeting is scheduled for 2 – 4 with Flora and crew.

Hope all this helps Gary

Gary Looney *REBC*

Senior Vice President
ALAMO INSURANCE GROUP
3201 Cherry Ridge Street Suite D405
San Antonio, Texas 78230
210.524-7104 voice
210.524-7183 fax

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 3:37 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'; 'Evangelina Garcia'
Subject: RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Thank you

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 27, 2011 2:25 PM
To: 'Martha Salazar'
Subject: RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

It is ready to go.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 1:56 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Yolanda Velasquez'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Mr. Crain,
Revision has been made as indicated (see attachment), having made this last revision is it safe to state that the buyer can utilized this draft contract with her packet and proceed to release. There are about three potential participants who are requesting to have a packet sent to them. Please let me know.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 1:50 PM
To: 'Martha Salazar'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 11:10 AM
To: 'Vangie'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

AI-39623 **Purchasing Department 12. B.**

CC CONSENT

Meeting Date: 07/30/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Requesting approval of payment for Invoice # R023655 in the amount of $32,000.00 and Invoice# R123655 in the amount of $31,504.55 for professional services submitted by Raba Kistner Inc., C-12-212-09-11 for the Tower Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-122-027-0-731

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

BUDGETARY IMPACT:

Funding available through PO# 683505 in the amount $ 63,504.55 for Raba Kistner Inc.
Partial payment will be made from year 2013 in the amount of $31,504.55 for work performed in 2013.

FISCAL YEAR: 2012 ACCT. #: 3-1342-202-00-000-001-0-000

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

BUDGETARY IMPACT:

Funding available through PO# 683505 in the amount $63,504.55 for Raba Kistner Inc.
Partial payment will be made from year 2012 in the amount of $32,000.00 for work performed in 2012.

Attachments

Invoices 7.23.13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/10/2013 03:34 PM
Budget & Management	Obdett Calzada	07/11/2013 09:54 AM
Obdett Calzada	Obdett Calzada	07/19/2013 03:13 PM
Erika Zamora	Erika Zamora	07/19/2013 03:27 PM
Obdett Calzada	Obdett Calzada	07/24/2013 09:09 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Carlos Jasso Started On: 07/10/2013 09:21 AM

Final Approval Date: 07/25/2013

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE #: R123655

CONSULTANTS **ENVIRONMENTAL** **FACILITIES** **INFRASTRUCTURE**

INVOICE DATE: 7/23/2013

CLIENT #: A14055

Hidalgo County Precinct 2
300 West Hall Acres
Stuite G
Pharr, TX 78577

RABA KISTNER, INC.
PO BOX 971037
DALLAS TX 75397-1037

(210) 699-9090

R-K PROJECT NO. AMA12-052-00
PROJECT NAME: Tower Road Improve

RKCI Proposal No. PMA12-063-00
PO #683505

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 3/9/2013

TOTAL FEE AUTHORIZED	**$71,275.00**
PERCENT COMPLETE AS OF 4/6/2013	**89.10%**
FEE EARNED TO DATE	**$63,504.55**
LESS PREVIOUS BILLINGS	**$32,000.00**
AMOUNT DUE THIS INVOICE	**31,504.55**

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT

CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE

PLEASE PAY FROM THIS INVOICE

Project No. AMA12-052-00
July 23, 2013
Invoice No. R123655

TOWER ROAD IMPROVEMENTS
INVOICE BREAKDOWN
2013 CHARGES (up to July 2013)

TO: Hidalgo County Precinct No. 2 PROPOSAL NO.: PMA12-048-00
300 West Hall Acres, Suite G
Pharr, Texas 78577

ATTN: Comm. Hector "Tito" Palacios

	Number	Depth	Soil	Total
1 BRIDGE *	2	80	80	***160***
ROAD ALIGMENT *	17	5	5	***85***
2 LEVEES	6	80	80	***480***
Totals	25	165	165	***725***

* One of the bridge borings and one of the road alignment borings were not accessible to us during the course of our geotechnical engineering study. We were directed by Mr. Ramiro Gutierrez, P.E., with R. Gutierrez Engineering Corporation on Nov. 22, 2012 to conduct these two borings during the construction phase of this project.

LABORATORY TESTS	**QUANTITY**	**UNIT PRICE**	**TOTAL**
California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Speciments	2 ea.	$840.25	$1,680.50
Consolidation with Hyteresis Loop (Not Including Specific Gravity)	7 ea.	$731.00	$5,117.00
TxDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens - Part II	7 ea.	$1,306.00	$9,142.00
		Laboratory Testing Subtotal:	$15,939.50

ENGINEERING AND REPORT	**QUANTITY**	**UNIT PRICE**	**TOTAL**
Principal Engineer (P.E.)	40.75 hrs.	$187.15	$7,626.36
Licensed Professional Engineer (P.E.)	28 hrs.	$146.25	$4,095.00
Staff Engineer, E.I.T.	30 hrs.	$99.45	$2,983.50
Secretarial	19.33 hrs.	$44.50	$860.19
		Engineering and Report Writing Subtotal:	$15,565.05
		TOTAL CHARGES MADE IN 2013 (up to July 2013):	$31,504.55

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE #: R023655

CONSULTANTS **ENVIRONMENTAL** **FACILITIES** **INFRASTRUCTURE**

INVOICE DATE: 7/23/2013

CLIENT #: A14055

Hidalgo County Precinct 2
300 West Hall Acres
Stuite G
Pharr, TX 78577

RABA KISTNER, INC.
PO BOX 971037
DALLAS TX 75397-1037

(210) 699-9090

R-K PROJECT NO. AMA12-052-00
PROJECT NAME: Tower Road Improve

RKCI Proposal No. PMA12-063-00
PO #683505

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 3/9/2013

TOTAL FEE AUTHORIZED	**$71,275.00**
PERCENT COMPLETE AS OF 4/6/2013	**44.90%**
FEE EARNED TO DATE	**$32,000.00**
LESS PREVIOUS BILLINGS	**$0.00**
AMOUNT DUE THIS INVOICE	**32,000.00**

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT

CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE

PLEASE PAY FROM THIS INVOICE

Project No. AMA12-052-00
July 23, 2013
Invoice No. R023655

TOWER ROAD IMPROVEMENTS
INVOICE BREAKDOWN
2012 CHARGES

TO: Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

ATTN: Comm. Hector "Tito" Palacios

PROPOSAL NO.: PMA12-048-00

	Number	Depth	Soil	Total
1 BRIDGE *	2	80	80	***160***
ROAD ALIGMENT *	17	5	5	***85***
2 LEVEES	6	80	80	***480***
Totals	25	165	165	***725***

* One of the bridge borings and one of the road alignment borings were not accessible to us during the course of our geotechnical engineering study. We were directed by Mr. Ramiro Gutierrez, P.E., with R. Gutierrez Engineering Corporation on Nov. 22, 2012 to conduct these two borings during the construction phase of this project.

FIELD OPERATIONS	QUANTITY	UNIT PRICE	TOTAL
Mobilization - Truck-Mounted Rig, Drill Crew and Support	1 l.s.	$204.75	$204.75
Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary-Including Sampling)			
Soil (Existing Ground Surface to 50 ft.)	430 l.f.	$10.50	$4,515.00
Soil (Below 50 ft.)	230 l.f.	$12.00	$2,760.00
Mobilization - Field Logger Trip Charge	351 miles	$1.00	$351.00
Field Logging Services - Licensed Professional Engineer (P.E.)	20 hrs.	$146.25	$2,925.00
Field Logging Services - Engineering Technician	155 hrs.	$44.50	$6,897.50
Other Expenses/Charges - Concrete/AC Patch	15 ea	$37.45	$561.75
Other Expenses/Charges - Grout/Bentonite Backfill	585 ft	$4.65	$2,720.25
		Field Operations Subtotal:	$20,935.25

LABORATORY TESTS	QUANTITY	UNIT PRICE	TOTAL
Atterberg Limits - ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	55 ea.	$78.25	$4,303.75
Amount Finer Than No. 200 Sieve	54 ea.	$53.00	$2,862.00
Unconfined Compression (includes unit dry weight)			
Soil Shelby Tube Specimens	12 ea.	$46.00	$552.00
Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	2 ea.	$290.25	$580.50
Water Content and Visual Classification	145 ea.	$13.75	$1,993.75
Sieve Analysis - Washed Through No. 200 (Up to 4 sieves)	4 ea.	$87.75	$351.00
		Laboratory Testing Subtotal:	$10,643.00

ENGINEERING AND REPORT	QUANTITY	UNIT PRICE	TOTAL
Principal Engineer (P.E.)	0.25 hrs.	$187.15	$46.79
Licensed Professional Engineer (P.E.)	1 hrs.	$146.25	$146.25
Staff Engineer, E.I.T.	2 hrs.	$99.45	$198.90
Secretarial	0.67 hrs.	$44.50	$29.82
		Engineering and Report Writing Subtotal:	$421.75
		TOTAL CHARGES MADE IN 2012:	$32,000.00

AI-39496 **Purchasing Department** **12. C.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Renan Ramirez, IT Director Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

(I.T.) Information Technology:

Requesting authority to purchase the continuation of the technical support maintenance services through our membership/participation with (DIR) Department of Information Resources with Calence, LLC, dba, Insight Networking Contract #DIR-SDD-1369 in the amount of $54,704.18 through a purchase order with company's response as to acceptance of purchase order not executed agreement, through requisition #238126.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Available funds as of 07/24/13 (REQ# 238126).

Attachments

Requisition

Quote

Pricing Index

Insight Calence Terms & Conditions

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 02:52 PM
Budget & Management	Obdett Calzada	07/24/2013 02:57 PM
Olga Garza	Olga Garza	07/24/2013 03:44 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Matilde Faz Started On: 07/01/2013 03:20 PM

Final Approval Date: 07/25/2013

Requisition

Req # 00238126

PO #

Date: 06/06/13

Consent
39496
7/30/13

Bill To: x
x

Vendor : 379093
INSIGHT PUBLIC SECTOR, INC.
PO BOX 731072
DALLAS TX 75373-1072

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1369

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1369 QUOTE 4440564, 4440508, 4439837 DO NOT DUPLICATE ORDER		
4.00	EACH	CIVS-IPC-2930	455.70	1,822.80
6.00	EACH	CIVS-IPC-2621V	111.60	669.60
1.00	EACH	CISCO2821	492.26	492.26
1.00	EACH	WS-C2960S-48FPS-L	322.74	322.74
1.00	EACH	CISCO2821	492.26	492.26
2.00	EACH	WS-C2960S-48FPS-L	338.66	677.32
1.00	EACH	CISCO2821	492.26	492.26
1.00	EACH	CISCO2811	393.65	393.65
1.00	EACH	CISCO2811-HSEC/K9	393.65	393.65
1.00	EACH	CISCO1941/K9	139.54	139.54
3.00	EACH	WS-C2960S-48FPS-L	322.74	968.22
1.00	EACH	ASA5520-AIP10-K9	2,893.14	2,893.14
2.00	EACH	AIR-AP1141N-A-K9	52.16	104.32
1.00	EACH	CIVS-IPC-2521V	117.11	117.11
6.00	EACH	CIVS-IPC-2621V	111.79	670.74
3.00	EACH	CIVS-IPC-2621V	68.46	205.38
1.00	EACH	CIVS-IPC-2621V	68.46	68.46
1.00	EACH	CISCO1921-SEC/K9	57.05	57.05
1.00	EACH	CISCO2821	492.26	492.26
6.00	EACH	CIVS-IPC-2521V	117.11	702.66

2012 6761188 cc 6/19/12
2011 654764 cc 3/21/11

Authorized By: _____

Maintenance for all County Wide Network devices for different locations throughout County IT Dept.

Requisition

Req # 00238126

PO #

Date: 06/06/13

Bill To: x
x

Vendor : 379093
INSIGHT PUBLIC SECTOR, INC.
PO BOX 731072
DALLAS TX 75373-1072

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EACH	CIVS-IPC-2521V	71.72	358.60
1.00	EACH	CISCO1841-T1	113.29	113.29
2.00	EACH	CIVS-IPC-2521V	71.72	143.44
1.00	EACH	CISCO2821	492.26	492.26
3.00	EACH	CIVS-IPC-2521V	71.72	215.16
1.00	EACH	WS-C4507R	3,686.30	3,686.30
3.00	EACH	CIVS-IPC-2521V	71.72	215.16
1.00	EACH	WS-C2960S-48FPD-L	391.20	391.20
1.00	EACH	CISCO1841-T1	113.29	113.29
2.00	EACH	WS-C2960S-48FPD-L	391.20	782.40
1.00	EACH	WS-C3750G-12S-S	894.29	894.29
3.00	EACH	WS-C2960S-24TS-L	127.14	381.42
1.00	EACH	ASA5505-BUN-K9	94.48	94.48
1.00	EACH	CISCO1841	113.29	113.29
1.00	EACH	WS-C2960S-24TS-L	127.14	127.14
1.00	EACH	CIVS-IPC-2500	66.02	66.02
1.00	EACH	WS-C2960S-24TS-L	127.14	127.14
6.00	EACH	CIVS-IPC-2520V	117.11	702.66
6.00	EACH	CIVS-IPC-2520V	71.72	430.32
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
16.00	EACH	CIVS-IPC-2520V	71.72	1,147.52
2.00	EACH	AIR-LAP1141N-A-K9	52.16	104.32
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
2.00	EACH	AIR-LAP1141N-A-K9	52.16	104.32
3.00	EACH	CIVS-IPC-2500	107.79	323.37

Authorized By: _____

Requisition

Req # 00238126

PO #

Date: 06/06/13

Bill To: x
x

Vendor : 379093
INSIGHT PUBLIC SECTOR, INC.
PO BOX 731072
DALLAS TX 75373-1072

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	EACH	CIVS-IPC-2500	66.02	198.06
1.00	EACH	CIVS-IPC-2531V	91.28	91.28
1.00	EACH	WS-C2960S-48FPD-L	391.20	391.20
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
5.00	EACH	WS-C2960S-48FPD-L	391.20	1,956.00
1.00	EACH	CIVS-MSP-4RU=	1,377.37	1,377.37
1.00	EACH	ASA5520-BUN-K9	1,246.26	1,246.26
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
2.00	EACH	AIR-AP1142N-A-K9	92.53	185.06
3.00	EACH	WS-C2960S-48FPS-L	397.01	1,191.03
1.00	EACH	CIVS-OM-SW4.2X=	107.80	107.80
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
1.00	EACH	WS-C6506-E	7,336.67	7,336.67
1.00	EACH	WS-SVC-FWM-1-K9	5,122.23	5,122.23
2.00	EACH	WS-C2960S-48TD-L	273.84	547.68
1.00	EACH	CISCO7206VXR	4,402.27	4,402.27
1.00	EACH	WS-C2960S-48TD-L	273.84	273.84
1.00	EACH	WS-C3750G-12S-S	894.29	894.29
1.00	EACH	CIVS-MSP-1RU	390.63	390.63
1.00	EACH	CIVS-MS-10SCFL=	700.09	700.09
1.00	EACH	AIR-BR1410A-A-K9-N	612.16	612.16
5.00	EACH	WS-C2960S-48TD-L	273.84	1,369.20
3.00	EACH	AIR-AP1141N-A-K9	85.17	255.51
1.00	EACH	AIR-AP1141N-A-K9	52.16	52.16
1.00	EACH	CIVS-IPC-2521V	117.11	117.11

Authorized By: _____

Requisition

Req # 00238126

PO #

Date: 06/06/13

Bill To: x
x

Vendor : 379093
INSIGHT PUBLIC SECTOR, INC.
PO BOX 731072
DALLAS TX 75373-1072

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	CIVS-MS-SW6.1	86.60	86.60
1.00	EACH	CIVS-VM-SW6.0=	270.09	270.09
1.00	EACH	CSA-SRVR-K9=	62.09	62.09
1.00	EACH	CSA-B10-SRVR-K9	618.72	618.72
1.00	EACH	CSA-START-5.2-K9=	176.77	176.77
		Account No	Encumbrance	
		3-1100-415-00-200-002-0-336	54,704.18	
			Freight	.00
			Total	54,704.18
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Insight - Cisco SMARTnet Quote

Public Sector - DIR - SDD-1369

Customer Name: Hidalgo County
Quote Date: 25-Jun-2013

Insight Public Sector

1-Year Quote Summary		
CO-TERM: 31-Dec-2014		
QUOTE	**SERVICE LEVEL**	**REFERENCE CONTRACT**
4439837	SAS	NEW
	SAU	NEW
	SNT	NEW
	SU1	NEW
4440508	SNT	Various
4440564	SNT	NEW
CLIENT COST SUBTOTAL		

Account Executive: Diana Berger
SMARTnet Sales Specialist: Karen Clary
QS: BB

Please Note: This quote is valid for 30 days. Subject to sales tax and freight charges where applicable.

ight

	CLIENT PRICE
$	1,164.58
$	857.58
$	42,924.58
$	2,893.14
$	4,371.90
$	2,492.40
$	**54,704.18**

Quote #:	**4439837**
Quote Name:	**Hidalgo County**
Quote Status:	**VALID**
Created Date:	**25-Jun-2013**

PRODUCT NUMBER	QUANTITY	SERIAL NUMBER
ASA5520-AIP10-K9	1	JMX1208L2QJ
AIR-AP1141N-A-K9	1	FTX1515K0L0
AIR-AP1141N-A-K9	1	FTX1515K0L4
CIVS-IPC-2521V	1	SER1439001K
CIVS-IPC-2621V	1	SER1510004K
CIVS-IPC-2621V	1	SER15100080
CIVS-IPC-2621V	1	SER1510007Y
CIVS-IPC-2621V	1	SER1510004C
CIVS-IPC-2621V	1	SER1510007V
CIVS-IPC-2621V	1	SER1510008M
CIVS-IPC-2621V	1	SER1510007P
CIVS-IPC-2621V	1	SER1510008P
CIVS-IPC-2621V	1	SER15100053
CIVS-IPC-2521V	1	SER14390017
CIVS-IPC-2621V	1	SER1510008V
CISCO1921-SEC/K9	1	FTX1550854V
CISCO2821	1	FHK0840F0JJ
CIVS-IPC-2521V	1	SER1439000W
CIVS-IPC-2521V	1	SER1439001A
CIVS-IPC-2521V	1	SER1439001J
CIVS-IPC-2521V	1	SER1439001L
CIVS-IPC-2521V	1	SER1439000V
CIVS-IPC-2521V	1	SER1439000U
CIVS-IPC-2521V	1	SER14390018
CIVS-IPC-2521V	1	SER1439000H
CIVS-IPC-2521V	1	SER1439001C
CIVS-IPC-2521V	1	SER14390013
CIVS-IPC-2521V	1	SER1439001E
CISCO1841-T1	1	FTX1036W1ES
CIVS-IPC-2521V	1	SER14390002
CIVS-IPC-2521V	1	SER144100EW
CISCO2821	1	FTX1046A5JA
CIVS-IPC-2521V	1	SER1439001H
CIVS-IPC-2521V	1	SER1439000E
CIVS-IPC-2521V	1	SER1439001D
WS-C4507R	1	FOX1149GEYY
CIVS-IPC-2521V	1	SER14390012

CIVS-IPC-2521V	1	SER14390016
CIVS-IPC-2521V	1	SER14390010
WS-C2960S-48FPD-L	1	FOC1440Z4YY
CISCO1841-T1	1	FTX124420B2
WS-C2960S-48FPD-L	1	FOC1440Z4ZN
WS-C2960S-48FPD-L	1	FOC1440Z4ZS
WS-C3750G-12S-S	1	FDO1446V1N9
WS-C2960S-24TS-L	1	FOC1447W5GX
WS-C2960S-24TS-L	1	FOC1447X2PT
WS-C2960S-24TS-L	1	FOC1447X2NG
ASA5505-BUN-K9	1	JMX1251Z021
CISCO1841	1	FTX1326846C
WS-C2960S-24TS-L	1	FOC1447X2NS
CIVS-IPC-2500	1	SER134100RG
WS-C2960S-24TS-L	1	FOC1447X2M7
CIVS-IPC-2520V	1	SER134000MG
CIVS-IPC-2520V	1	SER134000MN
CIVS-IPC-2520V	1	SER134000MX
CIVS-IPC-2520V	1	SER134000MB
CIVS-IPC-2520V	1	SER134701K8
CIVS-IPC-2520V	1	SER134701KE
CIVS-IPC-2520V	1	SER134701G7
CIVS-IPC-2520V	1	SER134701JR
CIVS-IPC-2520V	1	SER134701KN
CIVS-IPC-2520V	1	SER134701JW
CIVS-IPC-2520V	1	SER134701L2
CIVS-IPC-2520V	1	SER134701HN
WS-C2960S-48TD-L	1	FOC1439Z2DH
CIVS-IPC-2520V	1	SER134701E2
CIVS-IPC-2520V	1	SER134701DU
CIVS-IPC-2520V	1	SER134701EG
CIVS-IPC-2520V	1	SER134701AA
CIVS-IPC-2520V	1	SER134701HJ
CIVS-IPC-2520V	1	SER134701H1
CIVS-IPC-2520V	1	SER134701GP
CIVS-IPC-2520V	1	SER134701K5
CIVS-IPC-2520V	1	SER134701J2
CIVS-IPC-2520V	1	SER134701EV
CIVS-IPC-2520V	1	SER134701K7
CIVS-IPC-2520V	1	SER134701DQ
CIVS-IPC-2520V	1	SER134701L8
CIVS-IPC-2520V	1	SER134701L5
CIVS-IPC-2520V	1	SER134701J0
CIVS-IPC-2520V	1	SER134701JK

AIR-LAP1141N-A-K9	1	FTX1434K1F4
AIR-LAP1141N-A-K9	1	FTX1434K1F6
WS-C2960S-48TD-L	1	FOC1439Z2E0
AIR-LAP1141N-A-K9	1	FTX1434K1F5
AIR-LAP1141N-A-K9	1	FTX1434K1F8
CIVS-IPC-2500	1	SER1428004N
CIVS-IPC-2500	1	SER14280059
CIVS-IPC-2500	1	SER1428004V
CIVS-IPC-2500	1	SER1428004W
CIVS-IPC-2500	1	SER1428005B
CIVS-IPC-2500	1	SER1428004U
CIVS-IPC-2531V	1	SER1406003M
WS-C2960S-48FPD-L	1	FOC1441X4F6
WS-C2960S-48TD-L	1	FOC1439Z2DL
WS-C2960S-48FPD-L	1	FOC1441X4G2
WS-C2960S-48FPD-L	1	FOC1441X4GA
WS-C2960S-48FPD-L	1	FOC1441X4FU
WS-C2960S-48FPD-L	1	FOC1441X4GN
WS-C2960S-48FPD-L	1	FOC1444X3D7
CIVS-MSP-4RU=	1	FTX150453LE
ASA5520-BUN-K9	1	JMX1612X0RT
WS-C2960S-48TD-L	1	FOC1439Z2D9
AIR-AP1142N-A-K9	1	FTX1630EC4B
AIR-AP1142N-A-K9	1	FTX1630EC4D
WS-C2960S-48FPS-L	1	FOC1632Z48Y
WS-C2960S-48FPS-L	1	FOC1632Z48Z
WS-C2960S-48FPS-L	1	FOC1632Z43W
CIVS-OM-SW4.2X=	1	
WS-C2960S-48TD-L	1	FOC1439Z2DV
CIVS-MS-SW6.1	1	
CIVS-VM-SW6.0=	1	
WS-C6506-E	1	SAL0838463B
WS-SVC-FWM-1-K9	1	SAD090205YT
WS-C2960S-48TD-L	1	FOC1439Z2E8
WS-C2960S-48TD-L	1	FOC1439Z2DU
CISCO7206VXR	1	72926548
WS-C2960S-48TD-L	1	FOC1439Z2D7
WS-C3750G-12S-S	1	CAT1030ZJ9X
CSA-SRVR-K9=	1	
CSA-B10-SRVR-K9	1	
CSA-START-5.2-K9=	1	
CIVS-MSP-1RU	1	
CIVS-MS-10SCFL=	2	
AIR-BR1410A-A-K9-N	1	FTX1207G02P

WS-C2960S-48TD-L	1	FOC1439Z2E7
WS-C2960S-48TD-L	1	FOC1439Z2D5
WS-C2960S-48TD-L	1	FOC1439Z2D8
WS-C2960S-48TD-L	1	FOC1438W2Q2
WS-C2960S-48TD-L	1	FOC1439Z2DQ
AIR-AP1141N-A-K9	1	FTX1515K0JZ
AIR-AP1141N-A-K9	1	FTX1515K0L1
AIR-AP1141N-A-K9	1	FTX1515K0L2
AIR-AP1141N-A-K9	1	FTX1515K0L3

Quote #:	**4440508**
Quote Name:	**Hidalgo County**
Quote Status:	**VALID**
Created Date:	**25-Jun-2013**

PRODUCT NUMBER	QUANTITY	SERIAL NUMBER
CISCO2821	1	FTX1036A0TL
WS-C2960S-48FPS-L	1	FOC1648W08J
CISCO2821	1	FTX1036A0TJ
WS-C2960S-48FPS-L	1	FOC1648W08X
WS-C2960S-48FPS-L	1	FOC1648W0GK
CISCO2821	1	FTX1036A0TH
CISCO2811	1	FTX1207A3NN
CISCO2811-HSEC/K9	1	FTX1223A06S
CISCO1941/K9	1	FTX164286S0
WS-C2960S-48FPS-L	1	FOC1648W08W
WS-C2960S-48FPS-L	1	FOC1648W08K
WS-C2960S-48FPS-L	1	FOC1648W0GM

Quote #:	**4440564**
Quote Name:	**Hidalgo County**
Quote Status:	**VALID**
Created Date:	**25-Jun-2013**

PRODUCT NUMBER	QUANTITY	SERIAL NUMBER
CIVS-IPC-2930	1	PEL15240DQ0
CIVS-IPC-2621V	1	SER15360B4Y
CIVS-IPC-2930	1	PEL15240DQD

CIVS-IPC-2930	1	PEL15240DPY
CIVS-IPC-2930	1	PEL15240DQE
CIVS-IPC-2621V	1	SER15360B45
CIVS-IPC-2621V	1	SER15360B3V
CIVS-IPC-2621V	1	SER15360B4Q
CIVS-IPC-2621V	1	SER15360B4V
CIVS-IPC-2621V	1	SER15360B4U

TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE
NEW	SU1	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014

NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014

NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
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NEW	SNT	01-Jan-2014
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NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	29-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Aug-2013
NEW	SNT	01-Aug-2013
NEW	SNT	09-Oct-2013
NEW	SNT	09-Oct-2013
NEW	SNT	09-Oct-2013
NEW	SAS	12-Jun-2013
NEW	SNT	01-Jan-2014
NEW	SAS	12-Jun-2013
NEW	SAS	12-Jun-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SAU	12-Jun-2013
NEW	SAU	12-Jun-2013
NEW	SAU	12-Jun-2013
NEW	SNT	12-Jun-2013
NEW	SAS	12-Jun-2013
NEW	SNT	15-May-2013

NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	15-May-2013
NEW	SNT	01-Jan-2014

TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE
2224972	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
2224972	SNT	01-Jan-2014
NEW	SNT	14-Dec-2013
NEW	SNT	14-Dec-2013
2224972	SNT	01-Jan-2014
2224972	SNT	01-Jan-2014
2224972	SNT	01-Jan-2014
2925569	SNT	27-Oct-2013
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014
NEW	SNT	01-Jan-2014

TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013

NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013
NEW	SNT	16-May-2013

END DATE	INSTALL SITE NAME	INSTALL SITE ID
31-Dec-2014	HIDALGO COUNTY	400303769
31-Dec-2014	COUNTY OF HIDALGO	405083778
31-Dec-2014	COUNTY OF HIDALGO	405083778
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	407765717
31-Dec-2014	COUNTY OF HIDALGO	410657896
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	410657896
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401062463
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814

31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	404507627
31-Dec-2014	COUNTY OF HIDALGO	403015531
31-Dec-2014	COUNTY OF HIDALGO	404507627
31-Dec-2014	COUNTY OF HIDALGO	404507627
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	403015531
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	403240961

31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	404692244
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	404361127
31-Dec-2014	COUNTY OF HIDALGO	412586519
31-Dec-2014	COUNTY OF HIDALGO	412586519
31-Dec-2014	COUNTY OF HIDALGO	412586519
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	404609898
30-Jun-2014	COUNTY OF HIDALGO	403240961
30-Jun-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	HIDALGO COUNTY	400303769
31-Dec-2014	HIDALGO COUNTY	400303769
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	HIDALGO COUNTY	400303769
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	HIDALGO COUNTY	400303769
31-Dec-2013	HIDALGO COUNTY	400303769
31-Dec-2013	HIDALGO COUNTY	400303769
31-Dec-2013	HIDALGO COUNTY	400303769
31-Dec-2014	COUNTY OF HIDALGO	410657856
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403015531

31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	404609898
31-Dec-2014	COUNTY OF HIDALGO	405083778
31-Dec-2014	COUNTY OF HIDALGO	405083778
31-Dec-2014	COUNTY OF HIDALGO	405083778
31-Dec-2014	COUNTY OF HIDALGO	405083778

END DATE	INSTALL SITE NAME	INSTALL SITE ID
31-Dec-2014	COUNTY OF HIDALGO	410657896
31-Dec-2014	HIDALGO COUNTY	413758696
31-Dec-2014	COUNTY OF HIDALGO	410657896
31-Dec-2014	HIDALGO COUNTY	413758696
31-Dec-2014	HIDALGO COUNTY	413758696
31-Dec-2014	COUNTY OF HIDALGO	410657896
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	COUNTY OF HIDALGO	401362814
31-Dec-2014	HIDALGO COUNTY HEAD START	404300189
31-Dec-2014	HIDALGO COUNTY	413758696
31-Dec-2014	HIDALGO COUNTY	413758696
31-Dec-2014	HIDALGO COUNTY	413758696

END DATE	INSTALL SITE NAME	INSTALL SITE ID
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961

31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961
31-Dec-2014	COUNTY OF HIDALGO	403240961

SITE ADDRESS LINE 1	SITE ADDRESS LINE 2	SITE CITY
100 NORTH CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
JUVENILE PROBATION DEPT.	1001 NORTH DOOLITTLE	EDINBURG
100 N CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
100 N CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPARTMENT	100 NORTH	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG

INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
301 E STATE AVE		PHARR
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
301 E STATE AVE		PHARR
301 E STATE AVE		PHARR
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
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IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
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IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG

SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
2818 S BUSINESS 281		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
2818 S BUSINESS 281		EDINBURG
2818 S BUSINESS 281		EDINBURG
2818 S BUSINESS 281		EDINBURG
2818 S BUSINESS 281		EDINBURG
2818 S BUSINESS 281		EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
SHERIFF'S LAW ENFORCEMENT FAC	711 SABAL AVE	EDINBURG
ELECTIONS	101 S. 10TH ST	EDINBURG
ELECTIONS	101 S. 10TH ST	EDINBURG
ELECTIONS	101 S. 10TH ST	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
100 NORTH CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA	100 N CLOSNER BLVD - 1ST FLOOR	EDINBURG

INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 E. CANO, 4TH FLOOR	EDINBURG
INFORMATION TECHNOLOGY DEPA 100 E. CANO, 4TH FLOOR	EDINBURG

SITE ADDRESS LINE 1	SITE ADDRESS LINE 2	SITE CITY
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 1ST FLOOR		EDINBURG
INFORMATION TECHNOLOGY DEPA 100 N CLOSNER BLVD - 1ST FLOOR		EDINBURG
1901 W STATE HIGHWAY 107		MCALLEN
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG
100 N CLOSNER BLVD		EDINBURG

SITE ADDRESS LINE 1	SITE ADDRESS LINE 2	SITE CITY
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG

IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG
IT DEPARTMENT	100 E. CANO, 4TH FLOOR	EDINBURG

SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY
TX	78539	US
TX	78540	US
TX	78540	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
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TX	78540	US

SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78539	US
TX	78504	US
TX	78539	US
TX	78539	US
TX	78539	US

SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY
TX	78540	US
TX	78540	US
TX	78540	US

TX	78540	US
TX	78540	US
TX	78540	US
TX	78540	US
TX	78540	US
TX	78540	US
TX	78540	US

SERVICE SKU		SERVICE LIST PRICE	PRORATED LIST PRICE
CON-SU1-AS2A10K9	$	2,174.00 $	3,549.87
CON-SNT-1141NA	$	64.00 $	64.00
CON-SNT-1141NA	$	64.00 $	64.00
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	137.16
CON-SNT-IPC2621V	$	84.00 $	84.00
CON-SNT-IPC2621V	$	84.00 $	84.00
CON-SNT-IPC2621V	$	84.00 $	84.00
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2621V	$	84.00 $	84.00
CON-SNT-1921SEC	$	70.00 $	70.00
CON-SNT-2821	$	604.00 $	604.00
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	143.69
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-C1841T1	$	139.00 $	139.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-2821	$	604.00 $	604.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-WS-C4507	$	2,770.00 $	4,523.07
CON-SNT-IPC2521	$	88.00 $	88.00

CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-IPC2521	$	88.00 $	88.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-C1841T1	$	139.00 $	139.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-3750G12S	$	672.00 $	1,097.29
CON-SNT-2960S2TS	$	156.00 $	156.00
CON-SNT-2960S2TS	$	156.00 $	156.00
CON-SNT-2960S2TS	$	156.00 $	156.00
CON-SNT-AS5BUNK9	$	71.00 $	115.93
CON-SNT-CISCO1841	$	139.00 $	139.00
CON-SNT-2960S2TS	$	156.00 $	156.00
CON-SNT-IPC2500	$	81.00 $	81.00
CON-SNT-2960S2TS	$	156.00 $	156.00
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	143.69
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00
CON-SNT-IPC2520	$	88.00 $	88.00

CON-SNT-LAP1141A	$	64.00 $	64.00
CON-SNT-LAP1141A	$	64.00 $	64.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-LAP1141A	$	64.00 $	64.00
CON-SNT-LAP1141A	$	64.00 $	64.00
CON-SNT-IPC2500	$	81.00 $	132.26
CON-SNT-IPC2500	$	81.00 $	132.26
CON-SNT-IPC2500	$	81.00 $	132.26
CON-SNT-IPC2500	$	81.00 $	81.00
CON-SNT-IPC2500	$	81.00 $	81.00
CON-SNT-IPC2500	$	81.00 $	81.00
CON-SNT-IPC2531V	$	112.00 $	112.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-2960S4FD	$	480.00 $	480.00
CON-SNT-VSM4U	$	1,035.00 $	1,690.03
CON-SNT-AS2BUNK9	$	959.00 $	1,529.15
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-1142NA	$	80.00 $	113.53
CON-SNT-1142NA	$	80.00 $	113.53
CON-SNT-2960S4FS	$	396.00 $	487.13
CON-SNT-2960S4FS	$	396.00 $	487.13
CON-SNT-2960S4FS	$	396.00 $	487.13
CON-SAS-OMSWX42	$	85.00 $	132.27
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SAS-VSMSS61	$	101.00 $	106.26
CON-SAS-VMSSW60	$	315.00 $	331.40
CON-SNT-WS-C6506	$	5,513.00 $	9,002.05
CON-SNT-WS-FWM1K9	$	3,849.00 $	6,284.94
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-7206	$	3,308.00 $	5,401.56
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-3750G12S	$	672.00 $	1,097.29
CON-SAU-CSA-SRVR	$	137.00 $	76.19
CON-SAU-CSA-B10S	$	1,365.00 $	759.16
CON-SAU-CONSAS5K	$	390.00 $	216.90
CON-SNT-VSM1U	$	308.00 $	479.30
CON-SAS-VSMFL10	$	276.00 $	859.00
CON-SNT-BR14110	$	460.00 $	751.12

CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-2960S4TD	$	336.00 $	336.00
CON-SNT-1141NA	$	64.00 $	104.50
CON-SNT-1141NA	$	64.00 $	104.50
CON-SNT-1141NA	$	64.00 $	104.50
CON-SNT-1141NA	$	64.00 $	64.00
TOTAL	**$**	**43,442.00 $**	**58,699.13**

SERVICE SKU		SERVICE LIST PRICE	PRORATED LIST PRICE
CON-SNT-2821	$	604.00 $	604.00
CON-SNT-2960S4FS	$	396.00 $	396.00
CON-SNT-2821	$	604.00 $	604.00
CON-SNT-2960S4FS	$	396.00 $	415.53
CON-SNT-2960S4FS	$	396.00 $	415.53
CON-SNT-2821	$	604.00 $	604.00
CON-SNT-2811	$	483.00 $	483.00
CON-SNT-C2811HSE	$	483.00 $	483.00
CON-SNT-1941	$	145.00 $	171.22
CON-SNT-2960S4FS	$	396.00 $	396.00
CON-SNT-2960S4FS	$	396.00 $	396.00
CON-SNT-2960S4FS	$	396.00 $	396.00
TOTAL	**$**	**5,299.00 $**	**5,364.28**

SERVICE SKU		SERVICE LIST PRICE	PRORATED LIST PRICE
CON-SNT-CVIP2930	$	343.00 $	559.14
CON-SNT-IPC2621V	$	84.00 $	136.93
CON-SNT-CVIP2930	$	343.00 $	559.14

CON-SNT-CVIP2930	$	343.00 $	559.14
CON-SNT-CVIP2930	$	343.00 $	559.14
CON-SNT-IPC2621V	$	84.00 $	136.93
CON-SNT-IPC2621V	$	84.00 $	136.93
CON-SNT-IPC2621V	$	84.00 $	136.93
CON-SNT-IPC2621V	$	84.00 $	136.93
CON-SNT-IPC2621V	$	84.00 $	136.93
TOTAL	**$**	**1,876.00 $**	**3,058.14**

GRAND TOTAL	**$**	**50,617.00 $**	**67,121.55**

CLIENT PRICE	TAKEOVER LINE TYPE	CLIENT REVISIONS
$ 2,893.14		
$ 52.16		
$ 52.16		
$ 117.11		
$ 111.79		
$ 111.79		
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$ 492.26		
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$ 3,686.30		
$ 71.72		

$	71.72
$	71.72
$	391.20
$	113.29
$	391.20
$	391.20
$	894.29
$	127.14
$	127.14
$	127.14
$	94.48
$	113.29
$	127.14
$	66.02
$	127.14
$	117.11
$	117.11
$	117.11
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$	117.11
$	71.72
$	71.72
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$	273.84
$	71.72
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$	52.16
$	52.16
$	273.84
$	52.16
$	52.16
$	107.79
$	107.79
$	107.79
$	66.02
$	66.02
$	66.02
$	91.28
$	391.20
$	273.84
$	391.20
$	391.20
$	391.20
$	391.20
$	391.20
$	1,377.37
$	1,246.26
$	273.84
$	92.53
$	92.53
$	397.01
$	397.01
$	397.01
$	107.80
$	273.84
$	86.60
$	270.09
$	7,336.67
$	5,122.23
$	273.84
$	273.84
$	4,402.27
$	273.84
$	894.29
$	62.09
$	618.72
$	176.77
$	390.63
$	700.09
$	612.16

$	273.84
$	273.84
$	273.84
$	273.84
$	273.84
$	85.17
$	85.17
$	85.17
$	52.16
$	**47,839.88**

CLIENT PRICE	TAKEOVER LINE TYPE	CLIENT REVISIONS
$ 492.26		
$ 322.74		
$ 492.26		
$ 338.66		
$ 338.66		
$ 492.26		
$ 393.65		
$ 393.65		
$ 139.54		
$ 322.74		
$ 322.74		
$ 322.74		
$ 4,371.90		

CLIENT PRICE	TAKEOVER LINE TYPE	CLIENT REVISIONS
$ 455.70		
$ 111.60		
$ 455.70		

$	455.70
$	455.70
$	111.60
$	111.60
$	111.60
$	111.60
$	111.60
$	**2,492.40**

$	**54,704.18**

EOS
EOS

EOS
EOS
EOS

All Enter Search Criteria >

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< Back to Main Search

Contract Number: **Dir-Sdd-1369**

Results **1-2** of 2.

+Products and Services

Network

Networking Equipment (1)
Networking Products ... (1)

+Brand

Cisco (2)
Ironport (2)
Services (2)

+Vendor/Reseller

Austin Ribbon & Comp... (2)
Calence, LLC, dba In... (2)
Centre Technologies (2)

+HUB Type

Non HUB (2)

Contracts by Product/Service Category

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Networking Equipment	DIR-SDD-1369	Calence, LLC, dba Insight Networking	Non HUB
Networking Products and Services	DIR-SDD-1369	Calence, LLC, dba Insight Networking	Non HUB

< Back to Main Search

Results **1-2** of 2.

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review

FAQs
Site Policies
Site Map
Job Postings

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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< Return to search results < Return to Main Search

Calence, LLC, dba Insight Networking

URL Vendor Website
Vendor ID 1203791623100
HUB Type Non HUB
E-Rate Qualified

DIR Contract Number DIR-SDD-1369
Contract Term End Date 5/13/2013
Contract Exp Date 5/13/2014

Calence, LLC, dba Insight Networking
Contact Cathi Whelan
Phone (512) 691-2043
Fax 512-691-9480

DIR
Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Calence, LLC, dba Insight Networking website or contact Cathi Whelan at (512) 691-2043.
2. Generate a purchase order, made payable to Calence, LLC, dba Insight Networking. You must reference the DIR Contract Number **DIR-SDD-1369** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.

DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

Get Adobe Reader

Contract: DIR-SDD-1369

Standard Terms and Conditions PDF - 284 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 396 KB | Updated 01/07/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 63 KB | Updated 12/09/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Cisco
Ironport
Services

Available Products & Services

Networking Equipment
Networking Products and Services

Additional Contract Information

Appendix D (143 KB)
Appendix E, Master Lease Agreement (205 KB)
Amendment 1 (75 KB)
Amendment 2 (99 KB)
Amendment 3 (83 KB)

< No thanks, return to search

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
Austin Ribbon & Computer Supplies, Inc.	1742339797900	Woman Owned	Ryan Grant	Phone: (512) 681-6200 Fax: 512-452-0691	9211 Waterford Centre Blvd, Suite 202 Austin, TX 78758
Centre Technologies	1510609177800	Woman Owned	Chris Pace	Phone: (281) 506-2480 Fax: (888) 649-1754	480 N. Sam Houston Parkway Houston, TX 77060

APPENDIX C PRICING INDEX
TO DIR-SDD-1369
Amendment #2

Calence LLC dba Insight Networking Manufacturer/Product Line/Product Category	**Customer Discount % off MSRP**
Hardware	
Cisco product (Texas based DIR Customer)	44.50%
Cisco product (Non-Texas based DIR Customer)	37.50%
Cisco Ironport Systems	24.50%
Maintenance	
Cisco maintenance (gov't)	18.50%
Cisco maintenance (education)	30.50%
Services	
Technical Services - Asset Management(Asset Tagging); Trade-In and Asset Disposal; Warehousing, Staging, Configuration & Integration Services; Professional Services; Project Management; Cabling Services; Training;	29.25%
Cisco Ironport Professional Services	0.50%

Subject to Insight Terms and Conditions online at: www.insight.com/policies

Levels of Service~

Cisco hardware can be covered from 8x5xNBD to 24x7x2 with either parts only or onsite service. Software can be supported with minor release upgrades to major release upgrades.

SNT- SMARTnet Standard (8x5xNBD) - Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm depot time.

SNTE - SMARTnet (8X5X4) - Four business-hour response time for advanced replacement parts from 9 am to 5 pm depot time, Monday through Friday, excluding Cisco observed holidays.

SNTP - SMARTnet (24X7X4) - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

S2P - SMARTnet (24X7X2) - Two-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays. May not be available for all areas.

CS or OS- SMARTnet Onsite 8x5xNBD - Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance, provided the call was placed with Cisco before 3pm depot time.

C4S or OSE- SMARTnet Onsite 8x5x4 - Four business-hour response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.

maintenance.

C2P or PREM - SMARTnet Onsite 24x7x2 - Two-hour onsite service and parts, 24 hours a day, 365 days a year, includes Cisco and locally observed holidays for onsite hardware maintenance. May not be available for all areas.

SU1- SMARTnet Standard for Intrusion Prevention Systems (8x5xNBD) – An Advanced replacement will ship the same day to arrive the next Business Day provided and Cisco's determination of the failed Hardware has been made before 3:00 p.m., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship the next Business Day. Day, provided Cisco's determination of the failed Hardware has been made before 1:00 p.m., Depot Time. If Customer makes a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.

SU3 - SMARTnet for Intrusion Prevention Systems (24X7X4) - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

SU4 – SMARTnet for Intrusion Prevention Systems (24X7X2) - Two-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays. May not be available for all areas.

5.00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time).

SUO2 - SMARTnet for Intrusion Prevention Systems (8X5X4) - Four business-hour response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.

SUO3 - SMARTnet for Intrusion Prevention Systems (24X7X4) - Four business-hour response time for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven (7) days per week including Cisco-observed holidays.

SUO4 – SMARTnet for Intrusion Prevention Systems (24X7X2) - Two-hour response time for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven (7) days per week including Cisco-observed holidays.

SAS or ESW – Software support and minor releases upgrades (example: 2.3 to 2.5)

SAU or UCSS– Software support and major release upgrades. (example: 2.3 to 3.0)

Unified Communition items need to be covered by ESW support. If the client needs the major upgrades, they will need to buy ESW and UCSS support at the same time.

SMARTnet Includes:

Terms and Conditions

Insight's Terms of Sale

Insight's Return Policy

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE, THIRD-PARTY BRANDED SERVICES AND SUPPORT, AND INSIGHT SKUABLE SERVICES (COLLECTIVELY, "PRODUCT") SOLD BY INSIGHT. You accept the terms and conditions of this Agreement, unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its web site. The Agreement posted on Insight's web site at the time Insight accepts your order will govern that purchase.

Accuracy of Data/Corrections. Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third party Product is subject to change without notice. Insight reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this web site at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

Prices/Payment Terms. Prices are subject to change at any time prior to Insight's acceptance of your order. Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to Insight as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Insight reserves the right to suspend further deliveries until payment is received.

Credits. You must expend or apply any credits issued to you by Insight for any reason within two years from the date the credit is issued. If not used within such period, credits will automatically expire.*

Taxes. Federal, state and local sales, use and excise taxes and all similar taxes and duties (excluding taxes based on Insight's income, assets or net worth) are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

Delivery/Title/Risk of Loss. Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Except for sales shipped in or to California, Product will be delivered to you FOB Origin (Insight's facility or the facility of any of Insight's suppliers who drop ship direct)**, freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to the transportation carrier. Insight is not responsible for insuring shipments, nor for any loss or damages to Product during shipment and recommends you obtain insurance for shipments. Product shipped in or to California will be delivered to you FOB Destination, freight prepaid and added. Title and risk of loss for such shipments shall pass upon delivery at the requested delivery destination. Notwithstanding anything in this paragraph, title to software Product remains with the applicable licensor(s), and your rights and obligations related to the software are contained in the license agreement between you and the licensor(s). You grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product (s).

Limited Warranty. PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED. Insight shall pass through to you, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with third party Products purchased from Insight. Although third-party services and support are considered "Product" and you may purchase such services through Insight, Insight is not obligated to provide the services or support. Insight accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider, and any amounts associated with third party services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such Product.

PRODUCT CODES BEGINNING WITH "IVC" (INSIGHT VALUE CENTER) ARE SOLD "AS IS." IVC Products have been previously opened and/or the box has been damaged. IVC Products are not offered or sold as "new." The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for such IVC Products. You must look to the manufacturer, publisher or supplier of third party Products for recovery on any claim of liability and will hold Insight harmless from any claim of negligence or breach of warranty.

PRODUCTS PRODUCED SOLELY BY INSIGHT ("INSIGHT PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE INSIGHT PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the Insight Product.

Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDIES. INSIGHT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in this Agreement.

Limitations on Use. You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

Limitation of Liability. INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Insight is not liable for any claim made by a third party or made by you for a third party.

Termination. You may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to Insight, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by Insight prior to such notice. If an order is cancelled prior to shipment, your sole remedy and Insight's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

Governing Law and Venue. This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

Assignment. Insight may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Insight. Subject to the

restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

Force Majeure. Insight will not liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control. Insight's time for performance of any such obligation will be extended for the time period of such delay, or Insight may, at its options, cancel any order or remaining part thereof, without liability, upon notice to you.

Miscellaneous. No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Insight. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Insight and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to all returns are set forth in Insight's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.

Entire Agreement. This Agreement constitutes the entire agreement between us regarding this purchase of Products from Insight and supersedes and replaces any previous communications, representations or agreements. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Insight.

*This provision does not apply to public sector customers.
** Product shipped to public sector customers will be delivered to you FOB Destination, freight prepaid and added.

Revised October, 2009

Insight Return Policy

A. **Policy.** Unless you have a separate written agreement with Insight, the return of hardware and software purchased from Insight (collectively, "Product") is subject to specific manufacturer, publisher or distributor restrictions. Such suppliers may provide limited or no returns of Products. If the supplier accepts returns, you may return Product and Insight will assist in its replacement or grant you a credit against future purchases in an amount equal to the original purchase price and freight paid for the Product less any applicable restocking fees. You are responsible for shipping charges and risk of loss on all return shipments. Returns are also subject to the rights of return processes below. If you fail to return Product within the applicable return policy period or if the Product does not meet the rights of return and processes under this Return Policy, the Product is considered accepted by you and not returnable.

B. **Rights of Return:**

Permitted Product Returns.
Hardware: If permitted by the manufacturer's return policy, hardware, accessories, peripherals and parts may be returned if: 1) the packaging is unopened and still in the manufacturer's sealed package, and 2) returned within 30 days from the date of shipment.

Software: Software may be returned if permitted by the publisher's return policy. If the publisher does not allow the return of software, you may not return the software to Insight.

Damaged Products. Packages that are obviously damaged should be refused at the time of original delivery attempt. If damaged Products are accepted from the carrier, contact Insight's Client Services within **7 days** after receipt of shipment to arrange for a carrier inspection and a pickup of the damaged Products. All damages should be noted on the carrier delivery record prior to the driver leaving your premises. Please save the Product and all original box and packaging. Timely receipt of this information is necessary to file a damage claim with the freight carrier and avoid delays in returns and replacements.

Order Discrepancies. All order discrepancies (shortages, mislabeled product or overages) must be reported to Insight's Client Services Department within 5 days of receipt of shipment.

Defective/Dead on Arrival (DOA). Report DOAs to Insight's Client Services within **10 days** of receipt of shipment. Some manufacturers and publishers require DOAs to be handled directly through them. In such cases, Insight's Client Services will provide the manufacturer's contact information.

Non Returnable Product (not all inclusive). The following Products cannot be returned to Insight:

- Discontinued items
- Special order items
- Items for which manufacturers will not accept returns
- Custom configurations of systems
- Open units, and/or units which require re-packaging
- Units in an unsuitable resale condition
- Closeout, remanufactured and refurbished Products

C. **Process. All returns must have an Insight return material authorization (RMA) number.** If the return meets Insight's return guidelines, you may obtain a RMA number by contacting:

Insight's Client Services at 1-800-827-6100. Insight Client Services business hours are 6:00 a.m. to 5:00 p.m. Mountain Standard time (Arizona); or
By email, insightclientservices@insight.com

In order to expedite a return, please have the following information on hand when requesting an RMA number: Client Account Number, Invoice Number, Serial Number (if applicable), and the nature of the issue and whether the manufacturer's seal has been broken.

Once the RMA number is issued, please note:

- RMA numbers issued by Insight are good for 15 business days only. Product authorized for return must be received within such time period at the facility identified on your RMA instructions.
- RMA numbers cannot be extended or re-issued.
- Clearly mark each address label of each package being returned with the RMA number. DO NOT WRITE ON THE VENDOR'S BOX.
- Insight strongly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring return shipments.
- All returns MUST be 100% complete and contain:
  - ALL original boxes and packing material;
  - Have original UPC codes on the manufacturer's or publisher's boxes; and
  - Contain all blank warranty cards, accessories and documentation provided by the manufacturer or publisher.

Incomplete returns may be returned to sender or subject to a minimum 25% restocking fee at Insight's sole discretion.

[RMA Request Form]

Revised October, 2009
Copyright © 2009 Insight

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AI-39541 **Purchasing Department 12. D.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of clarification request (for record purposes only of AI#39294-approved by CC on 06/25/13) to stipulate that the amount on Pay App #7 as submitted by Holchemont, Inc., has been corrected (pursuant to the County Auditor's Office review and processing procedures) to $93,252.90 including the signing and certification by the architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24.

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 7-24-13
PO# 680750

Attachments

Certified and Signed Pay App #7

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 02:56 PM
Budget & Management	Obdett Calzada	07/24/2013 02:57 PM
Manuel Chapa	Manuel Chapa	07/24/2013 03:20 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Vangie Garcia Started On: 07/03/2013 10:30 AM

Final Approval Date: 07/25/2013

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 07

PERIOD TO: May 31, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

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)		$ 550,278.55
8. CURRENT PAYMENT DUE		$ 93,252.90
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:

AUTO SERVICES RECEIVED BY: Nancy ON 6/17/13
INVOICE RECEIVED BY: Diana Fox ON 7/9/13

By: _____ Date: May 27, 2013

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 27 MAY 2013 day of
Notary Public: Loriann Hernandez
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 ..... $ 93,252.90

(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: George A Garcia Date: 7-9-13

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	
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32	Tile Flooring	$20,000.00	$5,781.60	$14,218.40	$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	
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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	$1,144.75
	GRAND TOTALS	$771,697.86	$579,240.58	$98,160.95	$0.00	$677,401.53	87.78%	$94,296.33	$33,870.08

AI-39684 **Purchasing Department 12. E.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the THIRD (3RD) YEAR of the nine (9)-one (1) year options to extend/renew provided in the current contract for:"LEASE OF TOWER SPACE" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

a. E-12-205-07-31 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
b. E-12-205A-07-31 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE

2. Authority to exercise the SECOND (2ND) YEAR & FINAL of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. E-12-214-08-14 (C-11-083-08-16) - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. E-12-214A-08-14 (C-11-083A-08-16) - RENE LUCIO d/b/a R & R DISTRIBUTING

BACKGROUND

Extension/Renewal - O.E. Investments, LTD (WESLACO TWR SITE) - HCSO
Extension/Renewal - SBA IV, LLC (LA JOYA TWR SITE) - HCSO
Extension/Renewal - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY CO
Extension/Renewal - RENE LUCIO d/b/a R & R DISTRIBUTING

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Funds available as of 7/25/2013.

FISCAL YEAR: 2013 ACCT. #: SEE BELOW

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

BUDGETARY IMPACT:

**NOTE: COMMISSARY SUPPLIES - Vendors will supply products, which will generate revenue to operate the Commissary for Adult Detention Facility.

Attachments

Extension-OEI-Weslaco Twr Site

Extension-SBA-La Joya Twr Site

Extension-Keefe Supp Co - Commissary Supp

Extension-R&R Distributing-Commissary Supplies

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:03 PM
Budget & Management	Obdett Calzada	07/24/2013 03:47 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM
Form Started By: Letty Saenz		Started On: 07/11/2013 05:37 PM

Final Approval Date: 07/25/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: Renewal/Extensions for the following: E-12-205a-07-31 (C-10-044-08-03) WESLACO TOWER SPACE-HIDALGO COUNTY SHERIFF'S OFFICE/ EMERGENCY SERVICES DIVISION.

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(THIRD 3RD YEAR)** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

RECEIVED JAN 28 2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Essex Insurance Company	
INSURED	INSURER B:	
O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			3DL0533	01/18/2013	01/18/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TEH POLICY INCLUDES AN ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEÑ CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amy Leicht

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E-12-205A-07-31

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: ***Renewal/Extensions for the following:*** *E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE* ***&*** *E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE-* ***HIDALGO COUNTY EMERGENCY DIVISION.***

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2012

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 Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Essex Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL420913390	01/18/2012	01/18/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo 2812 S. Bus. Hwy 281 Edinburg, TX 78539	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 Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES CERTIFICATE NUMBER: 2012-2013 W/C REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001208277	01/28/2012	01/28/2013	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL21

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AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 31, 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 the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **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.)

2. **2012 Intradepartmental transfers:**

Approved

A. **AI-33343** 2012 - County Clerk (1100)

B. **AI-33287** 2012 - Sheriff's Office (1284)

C. **AI-33406** 2012 - Sheriff's Office East Substation (1342)

D. **AI-33286** 2012 - Sheriff's Office (1100)

E. **AI-33240** 2012 - Sheriff's Office (1228)

F. **AI-33253** 2012 - Health & Human Services Dept. (1293)

G. **AI-33255** 2012 - Health & Human Services Dept. (1100)

H. **AI-33301** 2012 - Health & Human Services Dept. (1293)

I. **AI-33276** 2012 - Human Services (1100)

D. AI-33327 Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

E. AI-33412 Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE

PAYMENT(S)/CHECK(S).

A. **AI-33435** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. **AI-33176**
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. **AI-33273**
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. **AI-33450**
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

APPROVED

AI-33450 **8. D.**
CC CONSENT
Meeting Date: 07/31/2012

Submitted For: Martha L Salazar
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Funds available as of 7/30/12 $32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site
Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM
Final Approval Date: 07/27/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-044-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake and to revise the effective date thereof;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011** subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of
Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By: Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-Weslaco, TX"
Bid No: 2010-044-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 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

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-WESLACO, TX"**
Bid No: 2010-044-05-12-ERT

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/ert

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX "

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-WESLACO, TX"** 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-2010-044-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. 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 - 2010-044-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

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 DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"**
  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 Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12 , 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID NO.: 2010-044-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-WESLACO,TX"
RFB NO. 2010-044-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
Weslaco	26-07-42.2 N	098-00-45.0 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
Weslaco	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – Weslaco, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

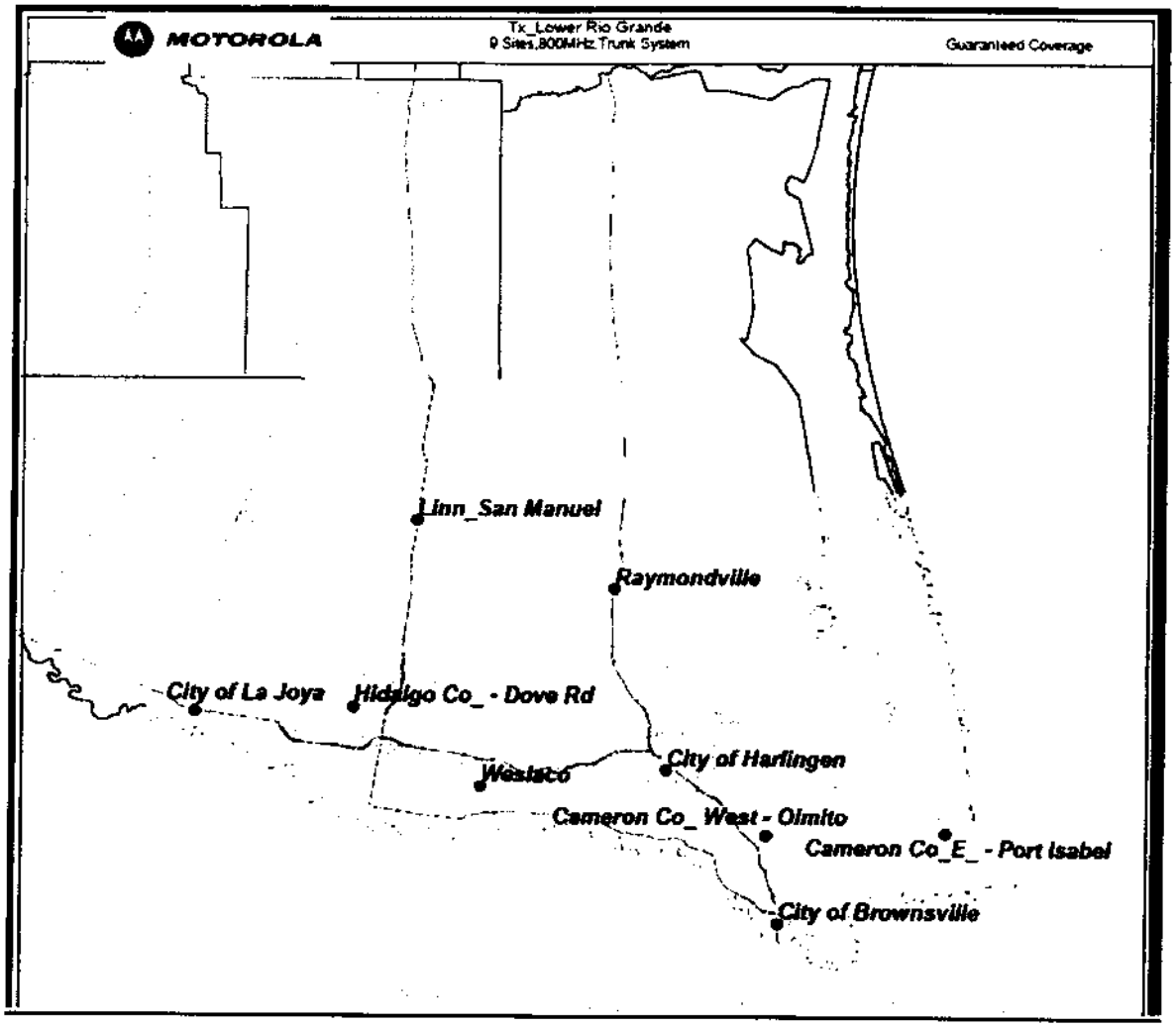
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site – Weslaco, TX

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, May 5, 2010 by 5:00 P.M., Responses to said inquiries will be sent to all applicants via facsimile by no later than May 7, 2010 by 5:00 p.m.

/

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B:

INSURER C

INSURER D

INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the onginally 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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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 "A-1"

LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF WESLACO, TEXAS

That space located 500 feet above ground level (AGL) or 582 feet above mean sea level (AMSL) on that certain tower located in Weslaco, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN
THE CITY OF WESLACO, TEXAS

(see attached)

Federal Aviation Administration
Southwest Regional Office
-ASW-520
Fort Worth, TX 76137-0520

AERONAUTICAL STUDY No
2002-ASW-3509-OE

PRIOR STUDY No.

Issued Date: 10/2/2002

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type:	Antenna Tower
Location:	WESLACO, TX
Latitude:	26-7-42.27 NAD83
Longitude:	98-0-45.01
Heights:	500 feet above ground level (AGL)
	582 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 K, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

____ At least 10 days prior to start of construction (7460-2, Part I)

(_X_) Within 5 days after the construction reaches its greatest height (7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

VLTC
79,402

1137827

WARRANTY DEED WITH VENDOR'S LIEN

Date: **October 18, 2002**

Grantor: **JUAN M. MEDINA and MARY ALICE MEDINA**

Grantor's Address: **P. O. Box 8186, Weslaco, Hidalgo County, Texas 78599-8186**

Grantee: **O. E. INVESTMENTS, INC.**

Grantee's Address: **4800 North 23rd, McAllen, Hidalgo County, Texas 78501**

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 THOUSAND DOLLARS ($200,000.00) and is executed by Grantee, payable to the order of FIRST NATIONAL BANK. To the extent of NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS ($91,975.00), the note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to MICHAEL V. McCARTHY, Trustee.**

Property (including any improvements): **North 655.60 feet of the West 30.00 acres of Farm Tract 719, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.**

Reservations from and Exceptions to Conveyance and Warranty:

1. **Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvements District No. 9 and easement and restrictions as shown on the map of the above recorded subdivision.**
2. **All oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated December 20, 1951, recorded in Volume 736, Page 218, Deed Records and Deed dated December 8, 1999, filed December 30, 1999 under Document Number 834151, Official Records of Hidalgo County, Texas.**
3. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease dated July 30, 1943, recorded in Volume 49, Page 453, Oil and Gas Records of Hidalgo County, Texas.**
4. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated September 15, 1946, recorded in Volume 63, Page 87, Oil and Gas Records of Hidalgo County, Texas.**
5. **Road right of way along the West 20 feet and a tower at the Southeast corner as shown by survey prepared by Fabian, Nelson & Medina, Inc. dated August 7, 2002 under Work Order #47197.**
6. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances of governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
7. **Taxes for the years 2003 and subsequent thereto, together with subsequent assessments for such year and prior years due to change of ownership, use, or both, the payment of which Grantee assumes.**

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

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

FIRST 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 FIRST NATIONAL BANK and are transferred to FIRST NATIONAL BANK without recourse on Grantor.

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

JUAN M. MEDINA

MARY ALICE MEDINA

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **JUAN M. MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **MARY ALICE MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

PREPARED BY:

Law Offices of Richard S. Talbert
612 South Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 6195/79402vit

AFTER RECORDING RETURN TO:

O. E. INVESTMENTS, INC.
4800 North 23rd
McAllen, Texas 78501

CHARGE RECORDING FEES TO:

Valley Land Title Co.
123 B East McIntyre
Edinburg, TX 78539

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

On: Nov 05, 2002 at 03:43P

As a Recording

Document Number: 1137627
Total Fees : 16.00

Receipt Number - 457088
By, Melda Leal, Deputy

EXHIBIT "B"

BID PAGE with BID TABULATION

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1236688

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:50am
MAY 12 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-WESLACO, TX"	
BID NO: 2010-044-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY	PHONE (A/C, No, Ext): 956.686.3888	COMPANY
Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
FAX (A/C, No): 956.682.5650	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00007015		

INSURED	LOAN NUMBER	POLICY NUMBER
O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408		IMP157 53 62 00
	EFFECTIVE DATE: 12/02/2009	EXPIRATION DATE: 12/02/2010
	☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560

2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE	☐ ADDITIONAL INSURED X Certificate holder
	LOAN #	
	AUTHORIZED REPRESENTATIVE Kent Shepard/CL25	

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 440
McAllen, TX 502

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Essex Ins Co	
INSURER B:	Texas Mutual Insurance Company	0060
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ Excluded $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER
FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, T 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
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY
5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo County

Attn: Leticia Saenz

Fax # 318-262

Total Number of pages: 2

Re: O.E. Investments, Ltd

Attach please find certificate to insurance for the above captioned insured.

Should you have any questions feel free to call or e-mail me.

Thank you,

Nellie Hernandez

Shepard Insurance Agency
5801 N. 10th Street Suite #300
McAllen, Texas 78504
P: (956) 686-3888 F: (956) 682-5650
P: (888) 686-3888
e-mail: nellieh@shepins.com

"Payment Disclaimer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due to non-payment of premium. Appropriate notification of such action will be sent directly to you by either your insurance company or premium finance company."

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Rhonda Kranick, Site Admin. Specialist via email rkranick@sbasite.com
SBA TOWERS IV, LLC
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
Ph. 1 (888) 950-7483 / (561) 226-9235 Facsimile (561)-322-2883

Re: E-12-205-07-31 (C-10-043-08-03) -LA JOYA TOWER SPACE-HIDALGO COUNTY SHERIFF'S / EMERGENCY DIVISION.

Dear Ms. Kranick:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(THIRD 3RD YEAR)** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
SBA Towers IV, LLC Authorized Signature

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

SBACO-1 OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/13

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 Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 Clem J. Wandrisco, III 412-261-1842 412-261-4149	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED SBA Communications Corporation Thomas Hunt, Esquire 5900 NW Broken Sound Parkway Boca Raton, FL 33487	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co INSURER B : The Phoenix Insurance Company INSURER C : St Paul Fire & Marine Ins Co — 24767 INSURER D : Illinois Union Insurance Compa INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			TJEXGL474M813813	03/15/13	03/15/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 N/A 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X $500 COMP X $500 COLL			TJCAP474M814A13	03/15/13	03/15/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP15N3740513NF	03/15/13	03/15/14	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2NUB475M437813 (AOS) TRJUB475M438A13	03/15/13 03/15/13	03/15/14 03/15/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	PROFESSIONAL POLLUTION			COOG24541800003	03/15/13	03/15/14	CLAIM/AGG SIR		5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Site ID: TX15151-A

CERTIFICATE HOLDER

COUNTYO

County of Hidalgo
2812 S. Bus. Hwy 281
Edinburg, TX 76539

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
Clem J. Wandrisco, III

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NAMED INSUREDS:
SBA COMMUNICATION CORPORATION
SBA NETWORK SERVICES, LLC
SBA DAS HOLDINGS, LLC
SBA DEPOSITOR LLC
SBA GUARANTOR LLC
SBA HOLDINGS LLC
SBA INFRASTRUCTURE, LLC
SBA LAND, LLC FKA TCO LAND LLC
SBA MONARCH ACQUISITION, LLC
SBA MONARCH TOWERS I, LLC
SBA MONARCH TOWERS III, LLC
SBA MONARCH STEEL, LLC
SBA NETWORK MANAGEMENT, INC.
SBA PUERTO RICO, INC.
SBA SENIOR FINANCE II LLC
SBA SENIOR FINANCE LLC
SBA SITE MANAGEMENT, LLC
SBA SITES, LLC

SBA STEEL LLC
SBA STEEL II, LLC
SBA STRUCTURES LLC
SBA TELECOMMUNICATIONS, LLC
SBA TOWERS II LLC
SBA TOWERS III LLC
SBA TOWERS IV, LLC
SBA TOWERS V, LLC
SBA TOWERS USVI, INC.
SBA TOWERS USVI II INC.
SBA TOWERS, LLC
SITEXCELL VENTURES LLC
STC TOWER DEVELOPMENT ACQUISITION 2012, LLC
SUFFOLK WIRELESS ACQUISITION 2012, LLC
XCELL TOWERS ACQUISITION 2012 LLC
ATLAS TOWERS ACQUISITION 2011, LLC
SBA 2012 TC, LLC
SBA 2012 TC ACQUISITION, LLC
SBA 2012 TC ASSETS, LLC

SBA 2012 TC ASSETS LAND, LLC
SBA 2012 TC ASSETS PR, LLC
SBA 2012 TC HOLDINGS, LLC
DATAPATH DEVELOPMENT TOWERS, LLC
SBA DAS, LLC

REGULAR MEETING - JANUARY 22, 2013

MBERED, that on this 22nd day of January A.D., 2013, there was begun and LAR MEETING of the Honorable Commissioners' Court of Hidalgo County, in 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:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 22, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the 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**
All members of the Court were counted present.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

5. **Open Forum**
-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.
-Fern McClaugherty expressed concerns on setting of salaries for various positions and Step & Grade.
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.

6. **Budget & Management - Sergio Cruz:**

A. Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.

Vote: 5 - 0 - Unanimously

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

Vote: 5 - 0 - Unanimously

23. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 23.A.1 & 2.a, b & c.

3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.
Vote: 4 - 0 - Unanimously

a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District

shall include the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are locate throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so hat over time, all vendors are contacted approximately equally.;

2. Article 8.03 Purchases Between $5,000.01 and $25,0000.00:

8.03.01 An authorized person shall compelte a Form HCPD-01 which shall include the listing of at least three (3) potentional suppliers. Vendors who are located throughout the County and state should be contacted. A record of all the quotations shall be maintained. The list of cndors contacted should be rotated so that over time, all venodrs are contacted approximately equally.

d. Unless the Purchasing Agent determines and states in writing that the required three (3) verbal, telephone or written quotations could not be obtained and that due diligence was attempted and demonstrated by the department(s).

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 to approve items 23.D.1.c.

Vote: 3 - 0 - Unanimously

E. Sheriff's Office

1. Presentation by (awarded vendor) O. E. INVESTMENTS, LTD on acquisition of company in connection to contract #E-12-205-07-31 (LA JOYA TOWER SITE) as of (August 16, 2012 pursuant to date of Bill of Sale) by "SBA TOWERS IV, LLC.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. Co. Wide

1. Approval to re-assign an evaluation committee member under the new Commissioner for Pct. 1 for the purpose of evaluating the proposals received for "Section 125-Voluntary Insurance Products" for Hidalgo County.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval to assign Raul Lozano to the evaluation committee.

5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbasite.com

RECEIVED
SEP 27 2012
COUNTY JUDGE

August 28, 2012

The County of Hidalgo, Texas
100 E. Cano St. 2nd Floor
Attn: Rene A. Ramirez, County Judge
Edinburg, TX 78539

Re: SBA Site ID: TX15151-A-03 SBA Site Name: LaJoya
Site Address: 41600 US Highway 83, LaJoya, TX 78560

Dear Lessee:

SBA Towers IV, LLC is pleased to announce completion of the acquisition in correlation to the above referenced telecommunications tower, which was previously owned by OE Investments, Inc.. Enclosed please find all necessary documentation as proof of this transaction, including a W-9 form completed by SBA Towers IV, LLC for your records. At your earliest convenience, please take the time to review your lease and ensure that any non- compliant matters are resolved, particularly regarding your electric use and consumption.

Please also note that effective immediately, all future rental payments related to this lease should be sent to the address below, and should reference SBA's invoice number and Site ID to ensure the accuracy and efficiency of all future payments made. All notices and correspondence related to this lease should be sent to the correspondence address noted below and should include SBA's Site ID and Site Name:

Rental Payments
SBA Towers IV, LLC
PO BOX 935406
Atlanta, GA 31193-5406
Re: TX15151-A-03
Attn: Accounts Receivable

Correspondence
SBA Towers IV, LLC
5900 Broken Sound Pkwy NW
Boca Raton FL, 33487-2797
Re: TX15151-A-03
Attn: Site Administration

Please ensure that you forward an Original Certificate of Insurance, which names SBA Towers IV, LLC as the certificate holder and additional insured at the site. The Certificate of Insurance should also contain SBA's Site ID number and /or Site Name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. You can also visit SBA's interactive webpage at www.sbasite.com for additional company information.

If you have any questions regarding this transaction, please contact Jose Valdivia, Site Administration Specialist direct at (561) 226-9963.

Sincerely,

Rhonda Kranick
Site Administration Specialist
Enclosures

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/28/12 BY: Laura T.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 10th day of August, 2012 ("Transfer Date"), by O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), to SBA TOWERS IV, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of June 21st, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon, including but not limited to one (1) communications tower or monopole on the Real Property (collectively, the "Tower"), which Real Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property, including but not limited to the Tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used

8/10/12

herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property, including those identified on the rent roll attached hereto as Exhibit "C" (the "Rent Roll"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll); (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8/16/12

7. BINDING EFFECT. This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. GOVERNING LAW. This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

9. COUNTERPARTS. This Bill of Sale/Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. PURCHASE AND SALE AGREEMENT. Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase and Sale Agreement.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

[EXECUTION PAGES FOLLOW]

Witnesses:

Cynthia L. Brand
Print Name: Cynthia L. Brand

Linda Stansell
Print Name: Linda Stansell

ASSIGNOR:

O.E. INVESTMENTS, LTD., a Texas limited partnership

By: _____
Othal E. Brand, Jr.
President

Witnesses:

Nicole Pecchia
Print Name: NICOLE PECCHIA

Mary Grayson
Print Name: MARY GRAYDON

ASSIGNEE:

SBA TOWERS IV, LLC, a Florida limited liability company

By: _____
Neil Seidman
Vice President

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION OF THE LAND:

A 7.0 acre tract of Land out of a 905.87 acre tract out of Porciones 46 and 47, Hidalgo County, Texas; said 905.87 acre tract described in deed recorded in Volume 3378, Page 755, Deed Records,

BEGINNING at an iron rod on the West line of the 905.87 acre tract, North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being the Northwest corner of the Southwestern Bell 10.31 acre tract and located North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from the Intersection of the East line of The Patricio Perez Partition and the North line of US Highway No. 83, said Patricio Perez Partition recorded in Vol.. 11 Page 21, Map Records;

THENCE; with the West line of the 905.87 acre tract and the East line of the Patricio Perez Partition, North 9 Deg. 11 Min. 38 Sec. East, 553.0 feet to an iron rod, for the Northwest corner hereof;

THENCE, parallel to the North line of the Southwestern Bell 10.31 acre , South 77 Deg. 17 Min. 55 Sec. East 553.0 feet to an iron rod, for the Northeast corner hereof;

THENCE, parallel to the West line of the 905.87 acre tract, South 9 Deg. 11 Min. 38 Sec. West 553.0 feet to an iron rod on the North Line of the Southwestern Bell 10.31 acre tract, for the Southeast corner hereof;

THENCE with the North line of said 10.31 acre tract, North 77 Deg. 17 Min. 55 Sec. West, 553.0 feet to the POINT OF BEGINNING, containing 7.0 acre of land more or less.

30 FOOT ACCESS EASEMENT

Being a 34,273 square-foot tract of land situated in Porcion 46, and also being located in the City of La Joya, Hidalgo County, Texas and being out of a 905.87 acre tract of land described in deed to Hidalgo County Irrigation District as recorded in Document No. 295543, Hidalgo County Official Records (H.C.O.R.), said 34,273 acre tract being more particularly described by a center line strip description as follows:

COMMENCING FOR REFERENCE at the southwest corner of said 905.87 acre tract and being located in the north right-of-way line of U.S. Highway 83;

THENCE South 66° 45' 25" East departing from the southwest corner of said 905.87 acre tract and with the north right-of-way line of said Hwy. 83, a distance of 9.4 feet to a point;

THENCE South 74° 32' 41" East continuing with said north right-of-way line, a distance of 315.3 feet to a point;

THENCE South 80° 09' 59" East, a distance of 207.6 feet to a point for the centerline of the herein described tract and for the POINT OF BEGINNING;

THENCE North 03° 37' 09" West departing from said north right-of-way line, a distance of 74.3 feet to a point;

THENCE North 72° 12' 15" West, a distance of 80.8 feet to a point;

THENCE North 80° 37' 41" West, a distance of 144.6 feet to a point;

THENCE North 58° 03' 11" West, a distance of 46.1 feet to a point;

THENCE North 27° 43' 48" West, a distance of 46.1 feet to a point;

THENCE North 00° 43' 33" East, a distance of 50.3 feet to a point;

THENCE North 16° 57' 24" East, a distance of 309.0 feet to a point;

THENCE North 10° 30' 55" East, a distance of 49.4 feet to a point;

THENCE North 01° 01' 31" East, a distance of 49.4 feet to a point;

THENCE North 07° 11' 41" West, a distance of 58.8 feet to a point;

THENCE North 00° 33' 25" West, a distance of 58.8 feet to a point;

THENCE North 09° 42' 08" East, a distance of 152.8 feet to a point;

THENCE North 01° 26' 38" East, a distance of 22.2 feet to a point for the POINT OF TERMINATION and for a total distance of 1,142.4 feet.

EXHIBIT "B"

Items excluded from Personal Property

None

E-12-205-07-31

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: Renewal/Extensions for the following: E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE & E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE- HIDALGO COUNTY EMERGENCY DIVISION.

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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 Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** Essex Insurance Company **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL420913390	01/18/2012	01/18/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Bus. Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER: 2012-2013 W/C** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001208277	01/28/2012	01/28/2013	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL21

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AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 31, 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 the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **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.)

2. **2012 Intradepartmental transfers:**

Approved

A. **AI-33343** 2012 - County Clerk (1100)

B. **AI-33287** 2012 - Sheriff's Office (1284)

C. **AI-33406** 2012 - Sheriff's Office East Substation (1342)

D. **AI-33286** 2012 - Sheriff's Office (1100)

E. **AI-33240** 2012 - Sheriff's Office (1228)

F. **AI-33253** 2012 - Health & Human Services Dept. (1293)

G. **AI-33255** 2012 - Health & Human Services Dept. (1100)

H. **AI-33301** 2012 - Health & Human Services Dept. (1293)

I. **AI-33276** 2012 - Human Services (1100)

D. AI-33327 Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

E. AI-33412 Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE

PAYMENT(S)/CHECK(S).

A. **AI-33435** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. **AI-33176**
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. **AI-33273**
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. **AI-33450**
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

APPROVED

AI-33450 **8. D.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Funds available as of 7/30/12 $32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site
Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM

Final Approval Date: 07/27/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-043-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent,all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of
Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By:
Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-La Joya, TX"
Bid No: 2010-043-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 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

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-LA JOYA, TX"**
Bid No: 2010-043-05-12-ERT

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/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-LA JOYA, TX"** 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-2010-043-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. 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 - 2010-043-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

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 DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** 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 Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID NO.: 2010-043-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-LA JOYA,TX"
RFB NO. 2010-043-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

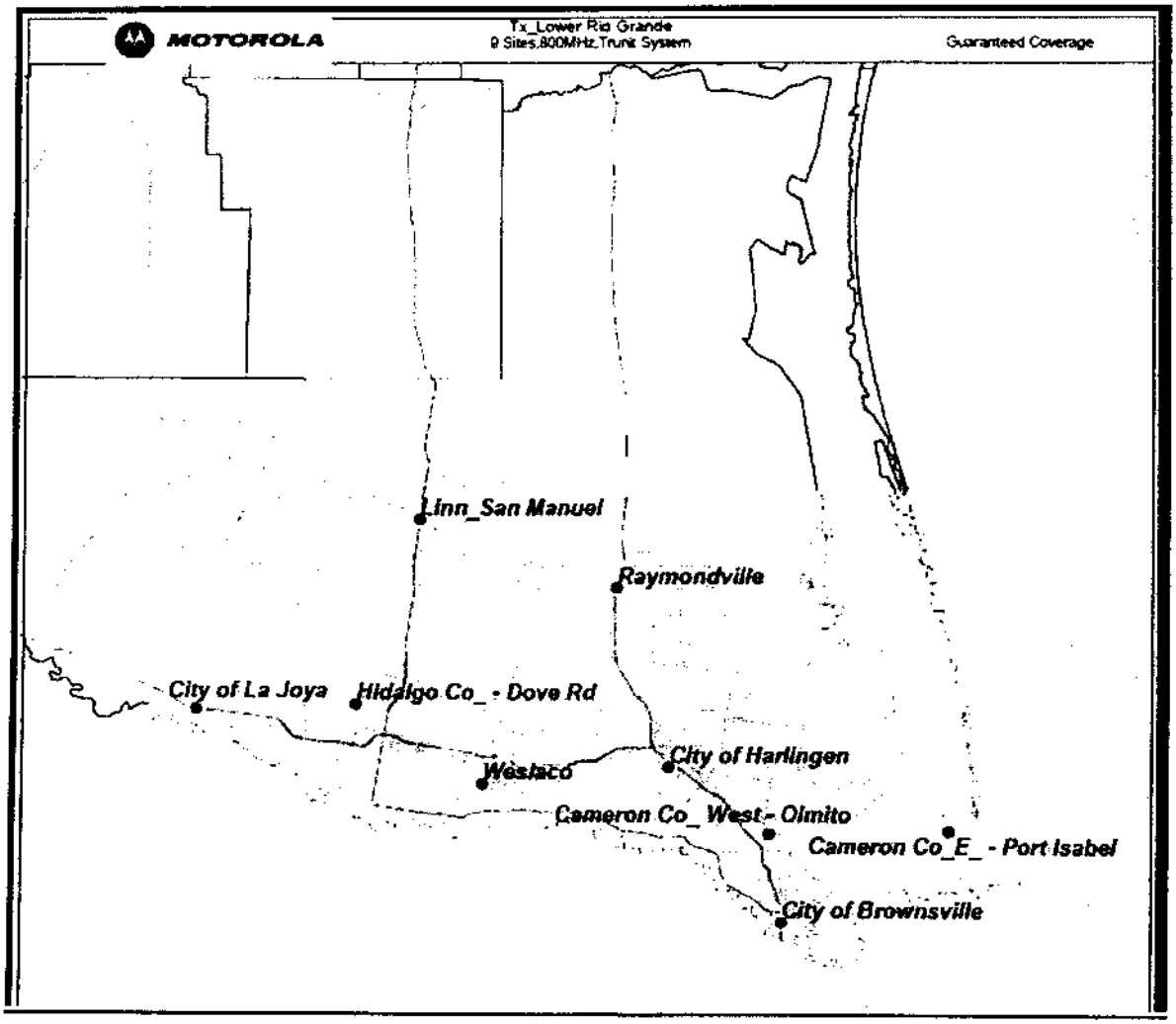
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site - La Joya

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:
Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, MAY 5, 2010 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than MAY 7, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

CANCELLED

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised 12/14/06

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 "A-1"
LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

That space located 480 feet above ground level (AGL) or 620 feet above mean sea level (AMSL) on that certain tower located in La Joya, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

(see attached)

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-5135-OE

ISSUED DATE: 10/16/00

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: ANTENNA TOWER (NEW) / SITE: LA JOYA A
150 MHZ & 460 MHZ @ ALL 200 WATTS ERP
Location: LA JOYA TX
Latitude: 26-14-57.00 NAD 83
Longitude: 098-30-12.60
Heights: 480 feet above ground level (AGL)
620 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, Chapters 3(Marked), 4, 5(Red), & 12.

-It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

___ At least 10 days prior to start of construction (7460-2, Part I)

X Within 5 days after construction reaches its greatest height (7460-2, Part II)

This determination expires on 04/16/02 unless:

(a) extended, revised or terminated by the issuing office or
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case the determination expires on the date prescribed by the FCC for completion of construction or on the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 00-ASW-5135-OE.

Bruce C Beard

Bruce C. Beard
Specialist, Airspace Branch

(DNE)

7460-2 Attached

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
905.87 ACRES OF LAND
PORCION 46 AND 47
HIDALGO COUNTY, TEXAS

A tract of land containing 905.87 acres of land situated in Hidalgo County, Texas, and also being a part or portion of PORCION 46 and part or portion of TRACT NO. 1, PORCION 47, and said 905.87 acres also being more particularly described as follows:

BEGINNING at a fence corner post on the East line of said Tract No. 1 of Porcion 47 and the North right-of-way line of U. S. Expressway 83, for the Southeast corner of this tract;

THENCE S. 82° 19' 12" W. along said fence and the North right-of-way line of said Expressway 83 a distance of 4549.97 feet to a #4 rebar found for an angle point of this tract;

THENCE S. 87° 50' 21" W. along said fence and said North right-of-way a distance of 378.67 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 87° 36' 11" W. along said fence and said North right-of-way a distance of 188.17 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 80° 07' 38" W. along said fence and said North right-of-way a distance of 375.28 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 74° 30' 20" W. along said fence and said North right-of-way a distance of 315.31 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 66° 43' 04" W. along said fence and said north right-of-way a distance of 9.41 feet to a fence corner for the Southwest corner of this tract;

THENCE N. 9° 11' 38" E. along said fence, a distance of 5117.61 feet to a fence corner for the western most Northwest corner of this tract;

THENCE N. 64° 40' 05" E. a distance of 185.66 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 81° 41' 13" E. a distance of 729.73 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 34° 52' 05" E. a distance of 143.70 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 87° 31' 14" E. a distance of 439.99 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 64° 04' 23" E. a distance of 739.88 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 25° 01' 39" E. a distance of 1314.38 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 08° 44' 55" E. a distance of 2248.38 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 14° 30' 29" E. a distance of 1689.94 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 61° 17' 48" E. a distance of 508.94 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 15° 37' 38" E. a distance of 1710.98 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 28° 33' 46" E. a distance of 2473.97 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 72° 28' 51" E. a distance of 333.72 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 35° 12' 51" E. a distance of 745.75 feet to a #4 rebar set for the northern most Northwest corner of this tract;

THENCE S. 74° 01' 45" E. a distance of 309.46 feet to a #4 rebar set on a fence line and the East line of said Tract No. 1 of Porcion 47, for the Northeast corner of this tract;

THENCE S. 8° 58' 39" W. along said fence and the East line of said Tract No. 1 of Porcion 47, a distance of 10216.33 feet to the POINT OF BEGINNING, containing 905.87 acres of land, more or less.

6\D\CM\EXA1

Charge And Return To
Edwards Abstract And Title Co
208 W. Cano
Edinburg, TX 78539

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

THAT CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Hidalgo County, Texas, (collectively, the "Property") described as follows and save and except and subject to the following:

All that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, subject to the LaJoya Hunting and Fishing Club Agreement, as amended, existing ordinances, rules and regulations and all valid and subsisting leases, easements, reservations, and exceptions of record and/or visible or apparent and subject to taxes for the year 1993 and subsequent years, and by acceptance hereof GRANTEE hereby assumes and agrees to pay taxes for the year 1993 and subsequent years; (GRANTOR hereby agreeing to pay taxes which are due and owing for the year 1992); and subsequent assessments for prior years (which shall include assessment of additional taxes due to this conveyance, GRANTEE's use of the Property or a change in appraisal and the so-called rollback obligation relating to agricultural use and appraisal);

SAVE AND EXCEPT and there is hereby reserved and retained by GRANTOR for itself and its successors and assigns (i) 145.6 acre feet of Class B water rights and all other water rights, certificates of adjudication and permits owned, held or claimed by GRANTOR, (ii) all pipes, facilities, pumps, motors, meters, equipment and other personal property and fixtures located on the Property, and the right, privilege and easement to use the same pursuant to the Easement Agreement herein referenced and the right, privilege and easement for thirty (30) days hereafter to remove the same to the extent not located

within the Easement Parcels defined and described in said Easement Agreement, (iii) certain easements, rights and privileges on, over, under, across and through the Property as set forth and described in, and upon the terms and provisions of, that certain Easement Agreement of even date herewith by and between GRANTOR and GRANTEE, which is incorporated herein by this reference, (iv) that certain Water Delivery Agreement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference, and (v) that certain Drainage Easement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject and save except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject and save and except as aforesaid, unto GRANTEE, and GRANTEE's 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.

This conveyance is being made and accepted without warranty, express or implied, except the title warranty herein expressly set forth, and GRANTEE by acceptance of this Deed acknowledges and agrees that the Property is being conveyed "AS IS" without warranties, express or implied, which warranties are DISCLAIMED hereby, except only the title warranty herein set forth.

EXECUTED this the 1st day of December, 1992.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

BY: _____
Name: Stephen Cunningham
Title: Senior Investment Officer

Grantee's name and address:

Hidalgo County Irrigation District No. 16
P. O. Box 1044
Mission, Texas 78572

THE STATE OF CONNECTICUT §

COUNTY OF HARTFORD §

This instrument was acknowledged before me this 1st day of December, 1992, by Stephen R. Cunningham, Senior Investment Officer of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, on behalf of said CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

Beatrice C. Swanson
Notary Public, State of Connecticut

6\CM\D2

BEATRICE C. SWANSON
NOTARY PUBLIC
My Commission Expires March 31, 1994

EXHIBIT "B"

BID PAGE with BID TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"	
BID NO: 2010-043-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1223120

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:52am
MAY 12 2010
Witnessed

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	COMPANY Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
PHONE (A/C. No. Ext): 956.686.3888 FAX (A/C. No): 956.682.5650 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 00007015	
INSURED O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408	LOAN NUMBER POLICY NUMBER: IMP157 53 62 00 EFFECTIVE DATE: 12/02/2009 EXPIRATION DATE: 12/02/2010 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560
2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED Certificate holder LOAN # AUTHORIZED REPRESENTATIVE Kent Shepard/CL25

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Ins Co	
INSURER B: Texas Mutual Insurance Company	0060
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 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			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER

FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY

5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo ounty

Attn: Leticia aenz

Fax # 318-262

Total Number pages: 2

Re: O.E. In stments, Ltd

Attach please f d certificate to insurance for the above captioned insured.

Should you ha any questions feel free to call or e-mail me.

Thank you,

Nellie Her ndez
Shepard Ins rance Agency
5801 N. 10th Stree Suite #300
McAllen, Texas 504
P: (956) 686-388 F: (956) 682-5650
P: (888) 686-388
e-mail: nellieh@s pins.com

"Payment Dis imer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due non-payment of premium. Appropriate notification of such action will be sent directly to you by either you surance company or premium finance company."

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Blake Taylor, Account Manager
CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY CO.
10880 Linpage Place
St. Louis, MO 63132
P (800) 593-0039 **C** (214) 392-7248

via email btaylor@keefegroup.com
via facsimile (972) 272-5387

Re: ***Renewal/Extension for Contract E-12-214-08-14 (C-11-083-08-16) - "Commissary Supplies" (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Mr. Taylor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **SECOND (2ND) & FINAL YEAR** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 7/24/13

Blake Taylor, ~~Account Manager~~
Authorized Signatory for **CENTRIC GROUP, LLC**
d/b/a **KEEFE SUPPLY CO.**

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

RECEIVED
JAN 04 2013

ACORD

CERTIFICATE OF LIABILITY INSURANCE 1/1/2014

DATE (MM/DD/YYYY) 12/21/2012

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 Lockton Companies,LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1357689 Keefe Commissary Network, LLC 10880 Linpage Place St. Louis MO 63132	INSURER A : Federal Insurance Company — NAIC # 20281 INSURER B : Great Northern Insurance Company — NAIC # 20303 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CENGR CERTIFICATE NUMBER: 12008833 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	N	7321-00-90	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	N	N	73210092	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	7165-55-50	1/1/2013	1/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY PURCHASING DEPARTMENT IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY ARISING OUT OF WORK PERFORMED BY THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

12008833

HIDALGO
PURCHASING DEPARTMENT
ATTN: LETICIA H. SAENZ CPPB/CONTRACTS MANAGER
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 27, 2012

E-12-214-08-14

Blake Taylor, Account Manager
CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY CO.
10880 Linpage Place
St. Louis, MO 63132
P (800) 593-0039 C (214) 392-7248

via email btaylor@keefegroup.com
via facsimile (972) 272-5387

Re: ***Renewal/Extension for Contract #C-11-083-08-16-"Commissary Supplies" (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Mr. Taylor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1st) Year** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 8/6/12

Blake Taylor, Account Manager
Authorized Signatory for **CENTRIC GROUP, LLC**
d/b/a **KEEFE SUPPLY CO.**

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2011

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
(314) 919-1231
Wells Fargo Insurance Services USA, Inc
1401 South Brentwood Boulevard, Suite 625
St. Louis, MO 63144

INSURED
Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO 63132

JAN 4 2012
C.S.-337

CONTACT NAME: Maureen Youngblood
PHONE (A/C, No, Ext): (314) 919-3075 **FAX (A/C, No):** 314-919-1101
E-MAIL ADDRESS: maureen.youngblood@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great Northern Insurance Company	20303
INSURER B :	Federal Insurance Company	20281
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 3696675 **REVISION NUMBER:** See below

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			7321-00-90	01/1/12	01/01/13	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT X LOC							$
B	AUTOMOBILE LIABILITY			7321-00-92	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7165-55-50	01/01/12	01/01/13	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder shown below is included as an additional insured for general liability coverages shown when required by written contract regarding their interest in the operations / premises of the named insured.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
ATTN: Leticia H. Saenz CPPB/Contracts Manager
2812 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-33471 **11. I.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authority to exercise the FIRST (1ST) YEAR of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. C-11-083-08-16 - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. C-11-083A-08-16 - RENE LUCIO d/b/a R & R DISTRIBUTING

2. Authority to exercise the SECOND (2ND) & FINAL YEAR of the additional two (2) one (1) year options to extend/renew as provided in the current contract with NTC DRUG TESTING SERVCES, INC. d/b/a NURSES, TECHNICIANS and COLLECTORS for the purposes of:"DRUG TESTING SERVICES" for the Hidalgo County Sheriff's Office in connection to Contract# E-11-240-08-16 (C-09-160-07-14), under the same rates, terms and conditions, effective 08/22/12.

BACKGROUND

Extension/Renewal-CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
Extension/Renewal-RENE LUCIO d/b/a R & R DISTRIBUTING
Extension/Renewal-NTC DRUG TESTING SVC INC d/b/a NURSES, TECHNICIANS and COLLECTORS

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Vendors will supply products which will generate revenue to operate the Commissary for Adult Detention Facility.

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Extension-Centric Grp LLC dba Keefe Supp Co-HCSO
Extension-R & R Distributing-HCSO
EXTENSION LETTER

Form Review

Inbox	Reviewed By	Date

REQUIREMENTS AGREEMENT
C-11-083-08-16

THIS AGREEMENT (the "Agreement") is entered into effective as of the **16th** day of **August, 2011** by and between **Centric Group, LLC** d/b/a **Keefe Supply Company** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** for the **"Commissary Supplies" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's sole option to** extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **August 19, 2011** and expire on **August 18, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Centric Group, LLC d/b/a
Keefe Supply Company
10880 Linpage Place
St. Louis, MO 63132

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. §

271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: August 16, 2011.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8/16/11 RG

COMPANY: 8/30/11

By: Centric Group, LLC d/b/a
Keefe Supply Company
Printed Name: Blake Taylor
Title: Account Manager

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS -**"COMMISSARY SUPPLIES"**
BID NO: 2011-083-06-15-SMA

Dear Prospective Bidder:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"
RFB NO: 2011-083-06-15-SMA

1. Request For Bid Letter, consist of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __3__ pages.
4. Exhibit "B" Bid Page, consisting of __5__ pages.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consist of __1__ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
8. Certification Regarding Debarment consist of __1__ page.
9. Draft Requirement Agreement, consisting of __10__ pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 31, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-083-06-15-SMA	Buyer: Sandra Montalvo	Tel. No.: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

Bid Opening Date: June 15, 2011@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with 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-2011-083-06-15-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, June 15, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets.

County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
  a) Invoices must include:
  b) Name and address of successful bidder
  c) Name and address of receiving department or official (signed delivery tickets)
  d) Purchase Order Number (if any)
  e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES"**

f) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

  a) Certificate of Origin (signed Title, if used vehicle purchase)
  b) Application For Texas Certificate Of Title (Form 130-U)
  c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

Attn: Sheriff Guadalupe "Lupe" Trevino
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**June 15, 2011**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2011**
Projected Commence Work or Deliver Products	**_____, 2011**

18. **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.

19. 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.**

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
SPECIFICATIONS/REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2) Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCTS***" on an "***As Needed Basis***" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5) Hidalgo County Sheriff's Office 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.

6) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10) ***SUPPLIES REQUIRED:***
Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2010 is as follows:

Total inventory purchases:

- **$ 588,905.00** (Current average daily total detention center population is at 1148).

12) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13) ***PRODUCT CONTAINERS:*** No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14) ***SECURITY:*** All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19) ***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.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County

allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, attn: Sandra2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, June 08, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 10, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$
2.	Almond Joy Bar 1.61.oz	$
3.	Baby Ruth 2.1 oz.	$
4.	Butter Finger Bar 2.1 oz.	$
5.	Snickers Almond Bar 1.76 oz.	$
6.	Milky Way Bar 2.05 oz.	$
7.	Pay Day Bar 1.85 oz.	$
8.	Snickers Bar 2.07 oz.	$
9.	3 Musketeers Bar 2.13 oz.	$
10.	Skittles "Original Fruits" 2.17 oz. bag	$
11.	M & M Peanuts 1.74 oz. bag	$
12.	Twix Bar 2.0 oz.	$
13.	Peanut Pattie 1.75 oz.	$
14.	Reese's Peanut Butter Cups 1.5 oz.	$
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$
16.	Chili Corn Nuts-1.4 oz	$
17.	Ranch Corn Nuts -1.4 oz	$
18.	Salted Peanuts 1.75 oz. bag	$
19.	Chunk Light Tuna 4.23 oz. Pouch	$
20.	Refried Beans Resealable Pouch 6 oz.	$
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
22.	Beef Jerky Stick 2 oz.	$
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
24.	Peanut Butter Squeezers 1.12 oz.	$
25.	Chili No Beans 11.25oz. Pouch	$
26.	Chili w/Beans 11.25oz. Pouch	$
27.	Hot Chili w/Beans 11.25 oz. Pouch	$
28.	Roast Beef & Gravy 10 oz. Pouch	$
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
30.	Fish Fillets 3.53oz. Pouch	$
31.	B.B.Q. Potato Chips 1.5 oz. bag	$

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$
33.	BBQ Corn Chips 1.5oz. bag	$
34.	Doritos Nacho Cheese 1.5oz	$
35.	Tortilla Chips 12 oz. bag	$
36.	Tostadas 12oz. pack	$
37.	Tabikos or Takis 4 oz. bag	$
38.	Hot/Spicy Pork Cracklings 2 oz.	$
39.	Snack Crackers 12 oz. box	$
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
41.	Zinger Cremes 4 oz. pack	$
42.	Cinnamon Rolls 4 oz. pk	$
43.	Honey Bun 6oz. pk	$
44.	Chocolate Cupcakes (2-pk) – 4 oz.	$
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
46.	Cherry/Strawberry Danish	$
47.	Coca Cola Classic 20 oz. plastic bottle	$
48.	Sprite 20 oz. plastic bottle	$
49.	Fanta Orange 20 oz. plastic bottle	$
50.	Dr. Pepper 20 oz. plastic bottle	$
51.	Diet Coke 20 oz. plastic bottle	$
52.	Diet Dr. Pepper 20 z. plastic bottle	$
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
54.	Coffee Mug w/Lid 14 oz.	$
55.	Hot Cocoa Mix 1oz. bag	$
56.	Cereal Bowl w/Lid 24 oz.	$
57.	Ozarka Spring Water 20 oz. plastic bottle	$
58.	Sugar Cubes 1 1b. bx	$
59.	Grey Sweatshirts (small thru 4XL)	$
60.	White Sport Bras (medium thru 3XL)	$
61.	White Boxer Shorts (small thru 6XL)	$
62.	White Thermal Underwear Set (small thru 6XL)	$
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$
64.	White Men Briefs (small thru 5XL)	$
65.	Men's/Ladies Crew Socks (one size fits all)	$
66.	White Ladies Panties (Size 5 thru 18)	$
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
69.	Advil Coated (2 tablet pouch) 50 ct. box	$
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
71.	Tums	$
72.	Anti Shank Security Toothbrush & Clear Cap	$

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor – Single Edge	$
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$
75.	Sunflower Kernels 4 oz. Bag	$
76.	Starlite Mints 3.75 oz. Bag	$
77.	Elastic Pony Tails 18 ct. pk-black	$
78.	St. Valentines Cards (English/Spanish) 6/pk	$
79.	Happy Easter Card (English/Spanish) 6/pk	$
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$
81.	Father's Day Card (English/Spanish) 6/pk	$
82.	Happy Birthday Card (English/Spanish) 6/pk	$
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$
84.	Christmas Card (English/Spanish) 6/pk	$
85.	Oral Pain Relief 0.33 oz. Tube	$
86.	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	$
87.	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	$
88.	Athletes Foot Cream 0.05 oz. Tube	$
89.	Hydrocortisone Cream 1 oz. Tube	$
90.	Chap Stick Lip Balm 15 oz.	$
91.	Hemorrhoid Ointment 2 oz. Tube	$
92.	Muscle Rub 3 oz. Tube	$
93.	Medicated Chest Rub 3.53 oz.	$
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$
95.	Eye Drops 0.05 oz.	$
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
98.	Acne Gel Medication 1 oz. Tube	$
99.	Contact Lens M/P Solution 8 oz.	$
100.	Legal Gummed Pads (8 ½ x 11")	$
101.	3 ½" Flexible Pencil	$
102.	Bubble Cushioned Envelope (6" x 9")	$
103.	#10 White Security Envelopes	$
104.	No Clasp Envelope (9" x 12")	$
105.	Twin Pocket Folders	$
106.	Dictionary (English – Spanish & English)	$
107.	Word Seek Puzzles Books	$
108.	Sketch Pads (50 Sheets)	$
109.	Playing Cards Deck	$
110.	4 ½" Flexible Black Ink Pen	$
111.	Tracing Paper Pad (40 Sheets)	$
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$
115.	Three Flowers Brilliantine 4 oz.	$
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$
117.	Nair Hair Removal 9 oz.	$
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
119.	Razorless Hair Removing Cream 6 oz.	$
120.	After Shave Lotion 4 oz.	$
121.	Baby Lotion 15 oz.	$
122.	Shaving Gel 3 oz. Clear Tube	$
123.	White Handkerchief (15" x 15")	$
124.	VO5 Extra Body Shampoo 15.0 oz.	$
125.	VO5 Extra Body Conditioner 15.0 oz.	$
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
127.	Hinged Soap Dish Box- Regular Size	$
128.	Dial -Hypo Allergenic Soap	$
129.	Dial Soap 4 oz.	$
130.	Greaseless Skin Cream 4.5 oz.	$
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
132.	Hair Moisturizer 4 oz. Tube	$
133.	Palm Hair Brush Flexible – Black	$
134.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
135.	Disposable Douche 6 oz.	$
136.	White Washcloth (12"x12")	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____ **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE and TABULATION SHEET

CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA

BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit **"B"**) if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	
2.	Almond Joy Bar 1.61.oz	$0.62
3.	Baby Ruth 2.1 oz.	$0.62
4.	Butter Finger Bar 2.1 oz.	$0.62
5.	Snickers Almond Bar 1.76 oz.	$0.62
6.	Milky Way Bar 2.05 oz.	$0.62
7.	Pay Day Bar 1.85 oz.	$0.62
8.	Snickers Bar 2.07 oz.	$0.62
9.	3 Musketeers Bar 2.13 oz.	$0.62
10.	Skittles "Original Fruits" 2.17 oz. bag	$0.62
11.	M & M Peanuts 1.74 oz. bag	$0.62
12.	Twix Bar 2.0 oz.	$0.62
13.	Peanut Pattie 1.75 oz.	No Bid
14.	Reese's Peanut Butter Cups 1.5 oz.	$0.62
15.	Ramen Soups 3 oz. Clear Pack (chili, beef, chicken, Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$0.19
16.	Chili Corn Nuts-1.4 oz	$0.40
17.	Ranch Corn Nuts -1.4 oz	$0.40
18.	Salted Peanuts 1.75 oz. bag	$0.24
19.	Chunk Light Tuna 4.23 oz. Pouch	$0.85
20.	Refried Beans Re-sealable Pouch 6 oz.	$0.80
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$0.90
22.	Beef Jerky Stick 2 oz./ **KC Masterpiece 2 oz**	$1.18
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle/**Jelly (Grape/Strawberry) 20.5oz Squeeze Bottle**	$1.68
24.	Peanut Butter Squeezers 1.12 oz.	$0.16
25.	Chili No Beans 11.25 oz. Pouch	$1.07
26.	Chili w/Beans 11.25 oz. Pouch	$1.07
27.	Hot Chili w/Beans 11.25 oz. Pouch	$1.07
28.	Roast Beef & Gravy 10 oz. Pouch	$2.15
29.	Sardines in Hot Tomato Sauce 3.53 oz. Pouch	$0.75
30.	Fish Fillets 3.53 oz. Pouch	$0.75

OPENED
10:25
6-15-11
Witnessed

31.	B.B.Q. Potato Chips 1.5 oz. bag	$0.24

OPENED
10:25
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag/**Flaming Hot Cheetos 1.75oz. bag**	$0.34
33.	BBQ Corn Chips 1.5oz. bag/**Hot BBQ Corn Chips 1.5oz. bag**	$0.24
34.	Doritos Nacho Cheese 1.5oz/**Doritos Nacho Cheese 1.75oz. bag**	$0.34
35.	Tortilla Chips 12 oz. bag/**CA Round Tortilla Chips 12oz. bag**	$0.94
36.	Tostadas 12 oz. pack	No Bid
37.	Tabikos or Takis 4 oz. bag/ **Takis 4 oz Nitro and Fuego Flavors**	$1.15
38.	Hot/Spicy Pork Cracklings 2 oz.	$0.53
39.	Snack Crackers 16 oz. box	$1.48
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray/**Zippy Cakes Cookies (duplex/vanilla) 6oz. ray**	$0.42
41.	Zinger Cremes 4 oz. pack	No Bid
42.	Cinnamon Rolls 4 oz. pk	$0.42
43.	Honey Bun 6 oz. pk	$0.45
44.	Chocolate Cupcakes (2-pk) - 4 oz.	$0.50
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$0.33
46.	Cherry/Strawberry Danish	$0.42
47.	Coca Cola Classic 20 oz. plastic bottle	$0.88
48.	Sprite 20 oz. plastic bottle	$0.88
49.	Fanta Orange 20 oz. plastic bottle	$0.80
50.	Dr. Pepper 20 oz. plastic bottle	$0.88
51.	Diet Coke 20 oz. plastic bottle	$0.80
52.	Diet Dr. Pepper 20 oz. plastic bottle	$0.88
53.	Maxwell House Instant Coffee 4 oz. Re-sealable Clear Pouch	$2.35
54.	Coffee Mug w/Lid 14 oz.	$1.10
55.	Hot Cocoa Mix 1 oz. bag	$0.13
56.	Cereal Bowl w/Lid 24 oz.	$0.52
57.	Ozarka Spring Water 20 oz. plastic bottle	$0.55
58.	Sugar Cubes 1 lb. bx	$1.55
59.	Grey Sweatshirts (small thru 4XL)	$9.90
60.	White Sport Bras (medium thru 3XL)	$2.25
61.	White Boxer Shorts (small thru 6XL)	$2.35
62.	White Thermal Underwear Set (small thru 6XL)	No Bid
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$2.55
64.	White Men Briefs (small thru 5XL)	$1.65
65.	Men's/Ladies Crew Socks (one size fits all)	$0.78
66.	White Ladies Panties (Size 5 thru 18)	
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	No Bid
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx/**2-Pack**	$0.42
69.	Advil Coated (2 tablet pouch) 50 ct. box/**2-Pack**	$0.42
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	No Bid
71.	Turns	$0.32
72.	Anti Shank Security Toothbrush & Clear Cap	No Bid

OPENED
10:25
6-15-2011
Witnessed

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor - Single Edge	$0.21
74.	Jolly Ranchers 33 oz. Assorted Bag/**3.7oz. bag**	$0.55
75.	Sunflower Kernels 4 oz. Bag/**3.25oz. bag**	$0.50
76.	Starlite Mints 3.75 oz. Bag	$0.36
77.	Elastic Pony Tails 18 ct. pk - black	$0.60
78.	St. Valentines Cards (English/Spanish) 6/pk/**Each**	$0.75
79.	Happy Easter Card (English/Spanish) 6/pk/**Each**	$0.75
80.	Happy Mother's Day Card (English/Spanish) 6/pk/**Each**	$0.75
81.	Father's Day Card (English/Spanish) 6/pk/**Each**	$0.75
82.	Happy Birthday Card (English/Spanish) 6/pk/**Each**	$0.75
83.	Thanksgiving Day Card (English/Spanish) 6/pk/**Each**	$0.75
84.	Christmas Card (English/Spanish) 6/pk/**Each**	$0.75
85.	Oral Pain Relief 0.33 oz. Tube	$0.95
86.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$0.61
87.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle/**Next1 Hair Gel 15oz.**	$1.58
88.	Athletes Foot Cream 0.05 oz. Tube	$1.05
89.	Hydrocortisone Cream 1 oz. Tube	$0.99
90.	Chap Stick Lip Balm 15 oz.	$1.18
91.	Hemorrhoid Ointment 2 oz. Tube	$2.55
92.	Muscle Rub 3 oz. Tube	$1.75
93.	Medicated Chest Rub 3.53 oz.	$1.20
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	No Bid
95.	Eye Drops 0.05 oz.	$1.60
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. bx/**2-Pack**	$0.45
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx/**2-Pack**	$0.45
98.	Acne Gel Medication 1 oz. Tube/**Dr. Sheffield's Acne Cream 1oz. tube**	$1.10
99.	Contact Lens M/P Solution 8 oz.	No Bid
100.	Legal Gummed Pads (8-1/2" x 11")	$0.55
101.	3-1/2" Flexible Pencil	No Bid
102.	Bubble Cushioned Envelope (6" x 9")	No Bid
103.	#10 White Security Envelopes	$0.02
104.	No Clasp Envelope (9" x 12")	$0.09
105.	Twin Pocket Folders	No Bid
106.	Dictionary (English - Spanish & English)	$1.45
107.	Word Seek Puzzles Books	No Bid
108.	Sketch Pads (50 Sheets)	$0.55
109.	Playing Cards Deck/**Aviator Playing Cards (deck)**	$0.98
110.	4 1/2" Flexible Black Ink Pen	$0.35
111.	Tracing Paper Pad (40 Sheets)	No Bid
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$1.75
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$1.75

OPENED
10-25
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$1.20
115.	Three Flowers Brilliantine 4 oz.	$1.41
116.	Dandruff Shampoo & Conditioner 14.2 oz.	No Bid
117.	Nair Hair Removal 9 oz.	No Bid
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$1.98
119.	Razorless Hair Removing Cream 6 oz.	$3.24
120.	After Shave Lotion 4 oz.	$0.95
121.	Baby Lotion 15 oz./**Baby Oil 14oz.**	$1.55
122.	Shaving Gel 3 oz. Clear Tube/**Protection Shave Gel 7oz. Clear Tube**	$1.05
123.	White Handkerchief (15" x 15")	$0.52
124.	VO5 Extra Body Shampoo 15.0 oz.	$1.10
125.	VO5 Extra Body Conditioner 15.0 oz.	$1.10
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$1.18
127.	Hinged Soap Dish Box-Regular Size	$0.35
128.	Dial -Hypo Allergenic Soap	No Bid
129.	Dial Soap 4 oz.	$0.70
130.	Greaseless Skin Cream 4.5 oz.	$1.15
131.	Cocoa Butter Moisturizing Soap 3.6 oz./**Next1 Cocoa Butter Soap 5oz.**	$0.45
132.	Hair Moisturizer 4 oz. Tube	$1.75
133.	Palm Hair Brush Flexible — Black	$0.30
134.	Tampons — Singles (Regular/Super/Junior) 40 ct. Box	No Bid
135.	Disposable Douche/**Massengill Xtra Cleansing Douche 2pk**	$1.65
136.	White Washcloth (12" x 12")	$0.32

OPENED
10:25
6-15-11
Witnessed

Awarded items to:
KEEFE SUPPLY

Item No.	LIST OF ITEMS	UNIT PRICE
2	Almond Joy Bar 1.61.oz	**$0.62**
3	Baby Ruth 2.1 oz.	**$0.62**
4	Butter Finger Bar 2.1 oz.	**$0.62**
5	Snickers Almond Bar 1.76 oz.	**$0.62**
6	Milky Way Bar 2.05 oz.	**$0.62**
7	Pay Day Bar 1.85 oz.	**$0.62**
8	Snickers Bar 2.07 oz.	**$0.62**
9	3 Musketeers Bar 2.13 oz.	**$0.62**
10	Skittles "Original Fruits" 2.17 oz. bag	**$0.62**
11	M & M Peanuts 1.74 oz. bag	**$0.62**
12	Twix Bar 2.0 oz.	**$0.62**
14	Reese's Peanut Butter Cups 1.5 oz.	**$0.62**
15	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	**$0.19**
16	Chili Corn Nuts-1.4 oz	**$0.40**
17	Ranch Corn Nuts -1.4 oz	**$0.40**
18	Salted Peanuts 1.75 oz. bag	**$0.24**
19	Chunk Light Tuna 4.23 oz. Pouch	**$0.85**
20	Refried Beans Resealable Pouch 6 oz.	**$0.80**
21	Jalapeno Cheese Spread 8 oz. Plastic Tub	**$0.90**
23	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	**$1.68** (jelly-grape/strawberry) 20.5 oz squeeze bottle)
24	Peanut Butter Squeezers 1.12 oz.	**$0.16**
25	Chili No Beans 11.25oz. Pouch	**$1.07**
26	Chili w/Beans 11.25oz. Pouch	**$1.07**
27	Hot Chili w/Beans 11.25 oz. Pouch	**$1.07**
28	Roast Beef & Gravy 10 oz. Pouch	**$2.15**
29	Sardines in Hot Tomato Sauce 3.53oz. Pouch	**$0.75**
30	Fish Fillets 3.53oz. Pouch	**$0.75**
31	B.B.Q. Potato Chips 1.5 oz. bag	**$0.24**
32	Flaming Hot Cheetos 1.5oz. bag	**$0.34** (flaming hot cheetos 1.75 oz. bag)
34	Doritos Nacho Cheese 1.5oz	**$0.34** (Doritos nacho cheese 1.75 oz.bag)
35	Tortilla Chips 12 oz. bag	**$0.94** (CA round tortilla chips 12oz. bag)
38	Hot/Spicy Pork Cracklings 2 oz.	**$0.53**
39	Snack Crackers 12 oz. box	**$1.48**
42	Cinnamon Rolls 4 oz. pk	**$0.42**
43	Honey Bun 6oz. pk	**$0.45**
44	Chocolate Cupcakes (2-pk) – 4 oz.	**$0.50**
45	Moon pies (banana/strawberry/chocolate) 2.75 oz.	**$0.33**
46	Cherry/Strawberry Danish	**$0.42**
47	Coca Cola Classic 20 oz. plastic bottle	**$0.88**

Item No.	LIST OF ITEMS	UNIT PRICE
48	Sprite 20 oz. plastic bottle	**$0.88**
49	Fanta Orange 20 oz. plastic bottle	**$0.80**
50	Dr. Pepper 20 oz. plastic bottle	**$0.88**
51	Diet Coke 20 oz. plastic bottle	**$0.80**
52	Diet Dr. Pepper 20 z. plastic bottle	**$0.88**
53	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	**$2.35**
54	Coffee Mug w/Lid 14 oz.	**$1.10**
55	Hot Cocoa Mix 1oz. bag	**$0.13**
56	Cereal Bowl w/Lid 24 oz.	**$0.52**
58	Sugar Cubes 1-lb. box	**$1.55**
60	White Sport Bras (medium thru 3XL)	**$2.25**
61	White Boxer Shorts (small thru 6XL)	**$2.35**
63	Men White Crew Neck T-shirts (Small thru 6XL)	**$2.55**
64	White Men Briefs (small thru 5XL)	**$1.65**
65	Men's/Ladies Crew Socks (one size fits all)	**$0.78**
68	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	**$0.42** (2-pack)
69	Advil Coated (2 tablet pouch) 50 ct. box	**$0.42** (2-pack)
71	Tums	**$0.32**
73	Anti-Shank Security Razor – Single Edge	**$0.21**
74	Jolly Ranchers 3.7 oz. Assorted Bag	**$0.55** (3.7oz..bag)
75	Sunflower Kernels 4 oz. Bag	**$0.50**
76	Starlite Mints 3.75 oz. Bag	**$0.36**
78	St. Valentines Cards (English/Spanish) 6/pk	**$0.75** each
79	Happy Easter Card (English/Spanish) 6/pk	**$0.75** each
80	Happy Mother's Day Card (English/Spanish) 6/pk	**$0.75** each
81	Father's Day Card (English/Spanish) 6/pk	**$0.75** each
82	Happy Birthday Card (English/Spanish) 6/pk	**$0.75** each
83	Thanksgiving Day Card (English/Spanish) 6/pk	**$0.75** each
84	Christmas Card (English/Spanish) 6/pk	**$0.75** each
85	Oral Pain Relief 0.33 oz. Tube	**$0.95**
86	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	**$0.61**
87	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	**$1.58** (next1 hair gel 15oz.)
88	Athletes Foot Cream 0.05 oz. Tube	**$1.05**
89	Hydrocortisone Cream 1 oz. Tube	**$0.99**
90	Chap Stick Lip Balm 15 oz.	**$1.18**
91	Hemorrhoid Ointment 2 oz. Tube	**$2.55**
92	Muscle Rub 3 oz. Tube	**$1.75**
93	Medicated Chest Rub 3.53 oz	**$1.20**
95	Eye Drops 0.05 oz.	**$1.60**
96	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	**$0.45** (2-pack)
97	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	**$0.45** (2-pack)
98	Acne Gel Medication 1 oz. Tube	**$1.10** (Dr. Sheffield's acne cream 1oz tube)

Item No.	LIST OF ITEMS	UNIT PRICE
100	Legal Gummed Pads (8 ½ x 11")	**$0.55**
103	#10 White Security Envelopes	**$0.02**
104	No Clasp Envelope (9" x 12")	**$0.09**
106	Dictionary (English – Spanish & English)	**$1.45**
108	Sketch Pads (50 Sheets)	**$0.55**
109	Playing Cards Deck	**$0.98** (aviator playing cards (deck)
110	4 ½" Flexible Black Ink Pen	**$0.35**
112	Tan PVC Shower Sandals (Size 8 thru 13)	**$1.75**
113	Colgate "Red Gel" Toothpaste 4.2 oz.	**$1.75**
114	Close Up "Red Gel" Toothpaste 4.0 oz.	**$1.20**
115	Three Flowers Brilliantine 4 oz.	**$1.41**
118	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	**$1.98**
119	Razorless Hair Removing Cream 6 oz.	**$3.24**
120	After Shave Lotion 4 oz.	**$0.95**
122	Shaving Gel 3 oz. Clear Tube	**$1.05** (protection shave gel 7oz. clear tube)
123	White Handkerchief (15" x 15")	**$0.52**
124	VO5 Extra Body Shampoo 15.0 oz.	**$1.10**
125	VO5 Extra Body Conditioner 15.0 oz.	**$1.10**
126	Suave Powder Fresh Deodorant 1.7 oz. Clear	**$1.18**
127	Hinged Soap Dish Box- Regular Size	**$0.35**
129	Dial Soap 4 oz.	**$0.70**
130	Greaseless Skin Cream 4.5 oz.	**$1.15**
131	Cocoa Butter Moisturizing Soap 3.6 oz.	**$0.45** (Next1 cocoa butter soap 5oz.)
132	Hair Moisturizer 4 oz. Tube	**$1.75**
133	Palm Hair Brush Flexible – Black	**$0.30**
135	Disposable Douche 6 oz.	**$1.65** (massengill extra cleansing douche 2pk)
136	White Washcloth (12"x12")	**$0.32**

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CENTR-3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2011

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 (314) 919-1231 Wells Fargo Insurance Services USA, Inc 1401 South Brentwood Boulevard, Suite 625 St. Louis, MO 63144	**CONTACT NAME:** Christy Woodson **PHONE (A/C, No, Ext):** (314) 919-1231 **FAX (A/C, No):** 314-919-1101 **E-MAIL ADDRESS:** christy.ewoodson@wellsfargo.com
INSURED Centric Group, LLC DBA Keefe Supply Company 10880 Linpage Place St. Louis, MO 63132	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2857371 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	X		7321-00-90	01/1/11	01/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			7321-00-92	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7165-55-50	01/01/11	01/01/12	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is included as an additional insured for general liability coverages shown where required by written contract regarding their interest in the operations / premises of the named insured.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-27942 **15. G. 1.**

CC REGULAR

Meeting Date: 08/16/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

BACKGROUND

1. Current Contract expires August 18, 2011
2. Contract Document has been reviewed & approved as to form by legal counsel.
3. Recommended vendors are "Rene Lucio-R & R Distributing" and "Keefe Supply"
4. Services will be on as needed basis.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Vendors will supply products which will generate revenue to operate the commissary for the Adult Dentention Facility.

Attachments

Dept's recommendation, participation log,
contract #C-11-083-08-16-Centric Group LL dba Keefe Supply Co
C-11-083A-08-16-Rene Lucio dba R&R Distributing
email frm legal apprvd contract documents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2011 01:47 PM
Budget & Management	Merlen P. Munoz	08/10/2011 02:33 PM
Manuel Chapa	Manuel Chapa	08/11/2011 04:55 PM
Auditor's Office	Arcilia Duran	08/12/2011 01:01 PM

Form Started By: Sandra Montalvo Started On: 08/08/2011

Final Approval Date: 08/12/2011

CC Approved August 16, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 16, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

2. **Roll Call** all present

3. **Pledge of Allegiance** all

4. **Prayer** Com Quintanilla

5. **Approval of Consent Agenda** 13 I 2 , 7 a

6. **Open Forum**

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

report only **B.** **AI-27827** Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2010.

approved **C.** **AI-28035** Approval to accept a settlement check from Endeavor General Agency in the amount of $884.00 to settle auto accident with County vehicle. (Sheriff Office)

recognition only **D.** **AI-28063** Recognition of newly elected District 12 4-H Council Officers

C/mgr **E.** **AI-27777** Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

approved **F.** **AI-28054** Health and Human Services Dept (1100):
Requesting approval to advertise position of Eligibility Specialist I.

approved **G.** **AI-28051** IT Dept (1100):
1. Approval to create two (2) temporary full time LUCA Program Clerk positions, slot no.'s 033, & 034, budgeted salary $18,720.00 per yr/ $9.00 per hour.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

Austin approved **H** **AI-28042** Fire Marshal's Office:
Approval of application for Official County travel to the 13th Annual Texas Fire Marshal's Conference in Austin, Texas for Fire Marshal Juan Martinez.

Austin approved **AI-28067** Fire Marshal's Office:
Requesting approval for Fire Marshal to travel to Austin, Texas on August 30-September 1, 2011

CC Approved August 16, 2011

CC Approved August 16, 2011

Donna – Fire Station Equipment funds will be utilized along with City of Donna General Funds.

approved

11. **Elections Administration - Yvonne Ramon:**

A. **AI-27938** Approval of Contract for Election Services between Hidalgo County and Mission Consolidated Independent School District for their election to be held on September 17, 2011.

12. **Auditor's Office - Ray Eufracio:**

approved

A. **AI-28028** Requesting approval to waive new employee enrollment procedures to fill Accountant I position, slot no. 0044.

13. **Planning Department - Raul Sesin:**

approved

A. **AI-28021** Final Approval:
1. Mile 6 Acres Subdivision – Pct. 1 (Jorge Gonzalez)

B. **AI-27913** 1. Appointment of Member for the Hidalgo County Subdivision Advisory Board
a. County Judge Emily Rays Rickers

2. Appointment of Member for the Hidalgo County Board of Building Line Adjustment
a. County Judge

14. **Budget & Management - Sergio Cruz:**

presentation only

A. **AI-28065** Presentation and discussion on 2012 Budget Process status.

approved

B. **AI-27984** Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) application and affidavit for consideration of local participation reduction for a bridge replacement project (CR 229 Mile 17 1/2 Rd @ Drainage Ditch - STR # A02-29-002).

approved 1-4

C. **AI-27432** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2012 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

3. Approval of of appropriation of funds for the Texas VINE Program in the amount of $30,710.00.

approved

4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2011 to August 31, 2012 in the amount of $30,710.00 and authorization for County Judge to sign the required documents.

D. **Budget Appropriations:**

approved

1. **AI-27937** Constable Precinct No. 2 (1284):
Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 2 in the total amount of $7,812.48.

approved

2. **AI-28016** Constable Precinct No. 3 (1284):
Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 3 in the total amount of $20,090.11.

approved a-b

3. **AI-28046** Pct. #1 Drainage Improvement (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement labor reimbursements.
b. Approval of 2011 appropriation of funds for the Pct. 1 Drainage Improvement (fund 1200, program 052) in the amount of $103,271.75 to fund payroll expenditures in relation to the Pct. 1 Drainage Improvement Project.

15. **Purchasing Department - Marty Salazar:**
Notes:

CC Approved August 16, 2011

CC Approved August 16, 2011

County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

approved

2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of $7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

16. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-27986** Claim of Elvia Rodriguez

E. **AI-27988** Claim of City of Penitas

F. **AI-28050** CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-27987** Claim of Elvia Rodriguez

E. **AI-27989** Claim of City of Penitas

F. **AI-28052** CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

18. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. **Adjourn**

CC Approved August 16, 2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Rene Lucio, Owner
RENE LUCIO d/b/a **R & R DISTRIBUTING**
5705 E. Texas Rd.
Edinburg, Texas 78539
Ph. (956) 451-1831

via email roselucio@sbcglobal.net
via facsimile (956) 287-9614

Re: Renewal/Extension for Contract E-12-214A-08-14 (C-11-083A-08-16) - "Commissary Supplies" (on an as needed basis) for Hidalgo County Sheriff's Office

Dear Mr. Lucio:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **SECOND (2ND) & FINAL YEAR** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 07-17-2013

Rene Lucio, Owner
Authorized Signatory for **R & R Distributing** d/b/a
R & R Distributing

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

R&RDIST-01 DEBORAHDEHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Insurance	38253
INSURED	INSURER B :	
R & R Distributing Rene Lucio Dba Rene Lucio Dba 5835 East Texas Rd. Edinburg, TX 78542	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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBMIM6993	7/1/2013	7/1/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
P.O. Box 1228
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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/17/2013

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PRODUCER JAIME ZAPATA JR. 508 N. 10TH ST. STE C-1 StateFarm PO BOX 5069 MCALLEN, TX 78502	CONTACT NAME: LIDIA ARROYO PHONE (A/C, No, Ext): 956-630-2936 FAX (A/C, No): 956-630-6207 E-MAIL ADDRESS: LIDIA.ARROYO.NFXT@STATEFARM.COM INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: State Farm Mutual Automobile Insurance Company — 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LUCIO, RENE DBA R & R DISTRIBUTING 5835 E TEXAS RD EDINBURG TX 78542-7264	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS			124 4052-A16	07/16/2013	01/16/2014	BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

05 GMC K2500 PICKUP VIN: 1GTHK23U55F929404

07 WELL UT TRAILER VIN: 1W4200G2872059904

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Lidia Arroyo

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EXHIBIT "C"

Insurance Requirements

AFFIDAVIT ON
EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, NORMA L. Trevino. a Notary Public, do hereby certify that on this the 17th day of July, 2013, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

Notary Public, State of Texas

NORMA LINDA TREVINO
Notary Public, State of Texas
My Commission Expires
March 04, 2014

Printed/Typed Name: NORMA L. Trevino

My Commission Expires: 3-4-14

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 27, 2012

E-12-214A-08-14

Rene Lucio, Owner
RENE LUCIO d/b/a R & R DISTRIBUTING
5705 E. Texas Rd.
Edinburg, Texas 78539
Ph. (956) 451-1831

via email roselucio@sbcglobal.net
via facsimile (956) 287-9614

Re: Renewal/Extension for Contract #C-11-083A-08-16-"Commissary Supplies" (on an as needed basis) for Hidalgo County Sheriff's Office

Dear Mr. Lucio:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First** (1st) **Year** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 08-06-2012

Rene Lucio, Owner
Authorized Signatory for **R & R Distributing** d/b/a
R & R Distributing

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

R&RDI-1 OP ID: MLM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IBC Insurance Agency, LTD- SA
P.O. Box 39790
San Antonio, TX 78218-6790
Chad Hainley
210-646-9870
210-646-8418

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R & R Distributing
Rene Lucio Dba
5835 East Texas Rd.
Edinburg, TX 78542

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBMIM6993	07/01/12	07/01/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
P.O. Box 1228
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

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Attn: Lefty

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2012

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	JAIME ZAPATA JR. 508 N. 10TH ST. STE C-1 PO BOX 5069 MCALLEN, TX 78502
CONTACT NAME:	LIDIA ARROYO
PHONE (A/C, No, Ext):	956-630-2936
FAX (A/C, No):	956-630-6207
E-MAIL ADDRESS:	lidia.arroyo.nfxt@statefarm.com
INSURED	LUCIO, RENE DBA R & R DISTRIBUTING 5835 E TEXAS RD EDINBURG TX 78542-7264

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY			124 4052-A16	07/16/2012	01/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
	SCHEDULED AUTOS							$
	NON-OWNED AUTOS							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

05 GMC K2500 PICKUP VIN: 1GTHK23U65F929404

07 WELL UT TRAILER VIN: 1W4200G2872059904

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jaime Zapata by Lidia Arroyo

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1001486 13: 9.7 03-01-2012

LSAS

EXHIBIT "C"

Insurance Requirements

AFFIDAVIT ON
EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, Dina Araguz. a Notary Public, do hereby certify that on this the 6th day of August, 2012, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

Notary Public, State of Texas

DINA ARAGUZ
Notary Public
STATE OF TEXAS
My Com. Exp. 06-11-2013

Printed/Typed Name: Dina Araguz

My Commission Expires: 6/11/2013

AI-33471
CC CONSENT

APPROVED

11. I.

Meeting Date: 08/14/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authority to exercise the FIRST (1ST) YEAR of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. C-11-083-08-16 - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. C-11-083A-08-16 - RENE LUCIO d/b/a R & R DISTRIBUTING

2. Authority to exercise the SECOND (2ND) & FINAL YEAR of the additional two (2) one (1) year options to extend/renew as provided in the current contract with NTC DRUG TESTING SERVCES, INC. d/b/a NURSES, TECHNICIANS and COLLECTORS for the purposes of:"DRUG TESTING SERVICES" for the Hidalgo County Sheriff's Office in connection to Contract# E-11-240-08-16 (C-09-160-07-14), under the same rates, terms and conditions, effective 08/22/12.

BACKGROUND

Extension/Renewal-CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
Extension/Renewal-RENE LUCIO d/b/a R & R DISTRIBUTING
Extension/Renewal-NTC DRUG TESTING SVC INC d/b/a NURSES, TECHNICIANS and COLLECTORS

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Vendors will supply products which will generate revenue to operate the Commissary for Adult Detention Facility.

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Extension-Centric Grp LLC dba Keefe Supp Co-HCSO
Extension-R & R Distributing-HCSO
EXTENSION LETTER

Form Review

Inbox	Reviewed By	Date

REQUIREMENTS AGREEMENT
C-11-083A-08-16

THIS AGREEMENT (the "Agreement") is entered into effective as of the **16th** day of **August, 2011** by and between **Rene Lucio** d/b/a **R & R Distributing** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** for the **"Commissary Supplies" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's sole option to** extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **August 19, 2011** and expire on **August 18, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Rene Lucio d/b/a
R & R Distributing
5835 East Texas Rd.
Edinburg, Texas 78542-7264

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: August 16, 2011.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge
Approved by Commissioners' Court
on 8-16-11

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: Rene Lucio d/b/a
R & R Distributing
Printed Name: Rene Lucio
Title: Owner

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS -**"COMMISSARY SUPPLIES"**
BID NO: 2011-083-06-15-SMA

Dear Prospective Bidder:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"
RFB NO: 2011-083-06-15-SMA

1. Request For Bid Letter, consist of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __3__ pages.
4. Exhibit "B" Bid Page, consisting of __5__ pages.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consist of __1__ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
8. Certification Regarding Debarment consist of __1__ page.
9. Draft Requirement Agreement, consisting of __10__ pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 31, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-083-06-15-SMA	Buyer: Sandra Montalvo	Tel. No.: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

Bid Opening Date: June 15, 2011@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with 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-2011-083-06-15-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, June 15, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets.

County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
  a) Invoices must include:
  b) Name and address of successful bidder
  c) Name and address of receiving department or official (signed delivery tickets)
  d) Purchase Order Number (if any)
  e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES"**

f) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

  a) Certificate of Origin (signed Title, if used vehicle purchase)
  b) Application For Texas Certificate Of Title (Form 130-U)
  c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

Attn: Sheriff Guadalupe "Lupe" Trevino
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**June 15, 2011**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2011**
Projected Commence Work or Deliver Products	**_____, 2011**

18. **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.

19. 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.**

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
SPECIFICATIONS/REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2) Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCTS***" on an "***As Needed Basis***" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5) Hidalgo County Sheriff's Office 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.

6) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10) ***SUPPLIES REQUIRED:***
Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2010 is as follows:

Total inventory purchases:

- **$ 588,905.00** (Current average daily total detention center population is at 1148).

12) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13) ***PRODUCT CONTAINERS:*** No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14) ***SECURITY:*** All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19) ***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.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County

allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, attn: Sandra2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, June 08, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 10, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$
2.	Almond Joy Bar 1.61.oz	$
3.	Baby Ruth 2.1 oz.	$
4.	Butter Finger Bar 2.1 oz.	$
5.	Snickers Almond Bar 1.76 oz.	$
6.	Milky Way Bar 2.05 oz.	$
7.	Pay Day Bar 1.85 oz.	$
8.	Snickers Bar 2.07 oz.	$
9.	3 Musketeers Bar 2.13 oz.	$
10.	Skittles "Original Fruits" 2.17 oz. bag	$
11.	M & M Peanuts 1.74 oz. bag	$
12.	Twix Bar 2.0 oz.	$
13.	Peanut Pattie 1.75 oz.	$
14.	Reese's Peanut Butter Cups 1.5 oz.	$
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$
16.	Chili Corn Nuts-1.4 oz	$
17.	Ranch Corn Nuts -1.4 oz	$
18.	Salted Peanuts 1.75 oz. bag	$
19.	Chunk Light Tuna 4.23 oz. Pouch	$
20.	Refried Beans Resealable Pouch 6 oz.	$
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
22.	Beef Jerky Stick 2 oz.	$
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
24.	Peanut Butter Squeezers 1.12 oz.	$
25.	Chili No Beans 11.25oz. Pouch	$
26.	Chili w/Beans 11.25oz. Pouch	$
27.	Hot Chili w/Beans 11.25 oz. Pouch	$
28.	Roast Beef & Gravy 10 oz. Pouch	$
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
30.	Fish Fillets 3.53oz. Pouch	$
31.	B.B.Q. Potato Chips 1.5 oz. bag	$

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$
33.	BBQ Corn Chips 1.5oz. bag	$
34.	Doritos Nacho Cheese 1.5oz	$
35.	Tortilla Chips 12 oz. bag	$
36.	Tostadas 12oz. pack	$
37.	Tabikos or Takis 4 oz. bag	$
38.	Hot/Spicy Pork Cracklings 2 oz.	$
39.	Snack Crackers 12 oz. box	$
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
41.	Zinger Cremes 4 oz. pack	$
42.	Cinnamon Rolls 4 oz. pk	$
43.	Honey Bun 6oz. pk	$
44.	Chocolate Cupcakes (2-pk) – 4 oz.	$
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
46.	Cherry/Strawberry Danish	$
47.	Coca Cola Classic 20 oz. plastic bottle	$
48.	Sprite 20 oz. plastic bottle	$
49.	Fanta Orange 20 oz. plastic bottle	$
50.	Dr. Pepper 20 oz. plastic bottle	$
51.	Diet Coke 20 oz. plastic bottle	$
52.	Diet Dr. Pepper 20 z. plastic bottle	$
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
54.	Coffee Mug w/Lid 14 oz.	$
55.	Hot Cocoa Mix 1oz. bag	$
56.	Cereal Bowl w/Lid 24 oz.	$
57.	Ozarka Spring Water 20 oz. plastic bottle	$
58.	Sugar Cubes 1 1b. bx	$
59.	Grey Sweatshirts (small thru 4XL)	$
60.	White Sport Bras (medium thru 3XL)	$
61.	White Boxer Shorts (small thru 6XL)	$
62.	White Thermal Underwear Set (small thru 6XL)	$
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$
64.	White Men Briefs (small thru 5XL)	$
65.	Men's/Ladies Crew Socks (one size fits all)	$
66.	White Ladies Panties (Size 5 thru 18)	$
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
69.	Advil Coated (2 tablet pouch) 50 ct. box	$
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
71.	Tums	$
72.	Anti Shank Security Toothbrush & Clear Cap	$

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor – Single Edge	$
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$
75.	Sunflower Kernels 4 oz. Bag	$
76.	Starlite Mints 3.75 oz. Bag	$
77.	Elastic Pony Tails 18 ct. pk-black	$
78.	St. Valentines Cards (English/Spanish) 6/pk	$
79.	Happy Easter Card (English/Spanish) 6/pk	$
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$
81.	Father's Day Card (English/Spanish) 6/pk	$
82.	Happy Birthday Card (English/Spanish) 6/pk	$
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$
84.	Christmas Card (English/Spanish) 6/pk	$
85.	Oral Pain Relief 0.33 oz. Tube	$
86.	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	$
87.	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	$
88.	Athletes Foot Cream 0.05 oz. Tube	$
89.	Hydrocortisone Cream 1 oz. Tube	$
90.	Chap Stick Lip Balm 15 oz.	$
91.	Hemorrhoid Ointment 2 oz. Tube	$
92.	Muscle Rub 3 oz. Tube	$
93.	Medicated Chest Rub 3.53 oz.	$
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$
95.	Eye Drops 0.05 oz.	$
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
98.	Acne Gel Medication 1 oz. Tube	$
99.	Contact Lens M/P Solution 8 oz.	$
100.	Legal Gummed Pads (8 ½ x 11")	$
101.	3 ½" Flexible Pencil	$
102.	Bubble Cushioned Envelope (6" x 9")	$
103.	#10 White Security Envelopes	$
104.	No Clasp Envelope (9" x 12")	$
105.	Twin Pocket Folders	$
106.	Dictionary (English – Spanish & English)	$
107.	Word Seek Puzzles Books	$
108.	Sketch Pads (50 Sheets)	$
109.	Playing Cards Deck	$
110.	4 ½" Flexible Black Ink Pen	$
111.	Tracing Paper Pad (40 Sheets)	$
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$
115.	Three Flowers Brilliantine 4 oz.	$
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$
117.	Nair Hair Removal 9 oz.	$
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
119.	Razorless Hair Removing Cream 6 oz.	$
120.	After Shave Lotion 4 oz.	$
121.	Baby Lotion 15 oz.	$
122.	Shaving Gel 3 oz. Clear Tube	$
123.	White Handkerchief (15" x 15")	$
124.	VO5 Extra Body Shampoo 15.0 oz.	$
125.	VO5 Extra Body Conditioner 15.0 oz.	$
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
127.	Hinged Soap Dish Box- Regular Size	$
128.	Dial -Hypo Allergenic Soap	$
129.	Dial Soap 4 oz.	$
130.	Greaseless Skin Cream 4.5 oz.	$
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
132.	Hair Moisturizer 4 oz. Tube	$
133.	Palm Hair Brush Flexible – Black	$
134.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
135.	Disposable Douche 6 oz.	$
136.	White Washcloth (12"x12")	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____ **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE and TABULATION SHEET

RENE LUCIO d/b/a R & R DISTRIBUTING

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$ 1.29
2.	Almond Joy Bar 1.61.oz	$ 0.63
3.	Baby Ruth 2.1 oz.	$ 0.63
4.	Butter Finger Bar 2.1 oz.	$ 0.63
5.	Snickers Almond Bar 1.76 oz.	$ 0.63
6.	Milky Way Bar 2.05 oz.	$ 0.63
7.	Pay Day Bar 1.85 oz.	$ 0.63
8.	Snickers Bar 2.07 oz.	$ 0.63
9.	3 Musketeers Bar 2.13 oz.	$ 0.63
10.	Skittles "Original Fruits" 2.17 oz. bag	$ 0.63
11.	M & M Peanuts 1.74 oz. bag	$ 0.63
12.	Twix Bar 2.0 oz.	$ 0.63
13.	Peanut Pattie 1.75 oz.	$ 0.63
14.	Reese's Peanut Butter Cups 1.5 oz.	$ 0.63
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$ 0.20
16.	Chili Corn Nuts-1.4 oz	$ 0.49
17.	Ranch Corn Nuts -1.4 oz	$ 0.49
18.	Salted Peanuts 1.75 oz. bag	$ 0.39
19.	Chunk Light Tuna 4.23 oz. Pouch	$ 0.00
20.	Refried Beans Resealable Pouch 6 oz.	$ 0.00
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$ 0.00
22.	Beef Jerky Stick 2 oz.	$ 0.89
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$ 0.00
24.	Peanut Butter Squeezers 1.12 oz.	$ 0.00
25.	Chili No Beans 11.25oz. Pouch	$ 0.00
26.	Chili w/Beans 11.25oz. Pouch	$ 0.00
27.	Hot Chili w/Beans 11.25 oz. Pouch	$ 0.00
28.	Roast Beef & Gravy 10 oz. Pouch	$ 0.00
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$ 0.00
30.	Fish Fillets 3.53oz. Pouch	$ 0.00
31.	B.B.Q. Potato Chips 1.5 oz. bag	$ 0.39

OPENED
10:23
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$ 0.39
33.	BBQ Corn Chips 1.5oz. bag	$ 0.39
34.	Doritos Nacho Cheese 1.5oz	$ 0.39
35.	Tortilla Chips 12 oz. bag	$ 1.45
36.	Tostadas 12oz. pack	$ 1.59
37.	Tabikos or Takis 4 oz. bag	$ 0.89
38.	Hot/Spicy Pork Cracklings 2 oz.	$ 0.89
39.	Snack Crackers 12 oz. box	$ 0.00
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$ 0.59
41.	Zinger Cremes 4 oz. pack	$ 0.69
42.	Cinnamon Rolls 4 oz. pk	$ 0.69
43.	Honey Bun 6oz. pk	$ 0.69
44.	Chocolate Cupcakes (2-pk) - 4 oz.	$ 0.69
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$ 0.49
46.	Cherry/Strawberry Danish	$ 0.69
47.	Coca Cola Classic 20 oz. plastic bottle	$ 1.20
48.	Sprite 20 oz. plastic bottle	$ 1.20
49.	Fanta Orange 20 oz. plastic bottle	$ 1.20
50.	Dr. Pepper 20 oz. plastic bottle	$ 1.20
51.	Diet Coke 20 oz. plastic bottle	$ 1.20
52.	Diet Dr. Pepper 20 z. plastic bottle	$ 1.20
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$ 0.00
54.	Coffee Mug w/Lid 14 oz.	$ 0.00
55.	Hot Cocoa Mix 1oz. bag	$ 0.00
56.	Cereal Bowl w/Lid 24 oz.	$ 0.00
57.	Ozarka Spring Water 20 oz. plastic bottle	$ 0.39
58.	Sugar Cubes 1 lb. bx	$ 2.39
59.	Grey Sweatshirts (small thru 4XL)	$ 3.29
60.	White Sport Bras (medium thru 3XL)	$ 6.99
61.	White Boxer Shorts (small thru 6XL)	$ 2.99
62.	White Thermal Underwear Set (small thru 6XL)	$ 0.00
63.	Men While Crew Neck T-shirts (Small thru 6XL)	$ 3.19
64.	White Men Briefs (small thru 5XL)	$ 2.39
65.	Men's/Ladies Crew Socks (one size fits all)	$ 0.00
66.	White Ladies Panties (Size 5 thru 18)	$ 4.29
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$ 0.00
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$ 0.55
69.	Advil Coated (2 tablet pouch) 50 ct. box	$ 0.55
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$ 0.55
71.	Tums	$ 1.10
72.	Anti Shank Security Toothbrush & Clear Cap	$ 0.00

OPENED
10:23
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor - Single Edge	$ 0.00
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$ 1.39
75.	Sunflower Kernels 4 oz. Bag	$ 0.92
76.	Starlite Mints 3.75 oz. Bag	$ 1.99
77.	Elastic Pony Tails 18 ct. pk-black	$ 0.29
78.	St. Valentines Cards (English/Spanish) 6/pk	$ 0.00
79.	Happy Easter Card (English/Spanish) 6/pk	$ 0.00
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$ 0.00
81.	Father's Day Card (English/Spanish) 6/pk	$ 0.00
82.	Happy Birthday Card (English/Spanish) 6/pk	$ 0.00
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$ 0.00
84.	Christmas Card (English/Spanish) 6/pk	$ 0.00
85.	Oral Pain Relief 0.33 oz. Tube	$ 0.00
86.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$ 0.00
87.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$ 0.00
88.	Athletes Foot Cream 0.05 oz. Tube	$ 0.00
89.	Hydrocortisone Cream 1 oz. Tube	$ 0.00
90.	Chap Stick Lip Balm 15 oz.	$ 1.19
91.	Hemorrhoid Ointment 2 oz. Tube	$ 0.00
92.	Muscle Rub 3 oz. Tube	$ 0.00
93.	Medicated Chest Rub 3.53 oz.	$ 0.00
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$ 0.00
95.	Eye Drops 0.05 oz.	$ 2.19
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$ 0.79
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$ 0.79
98.	Acne Gel Medication 1 oz. Tube	$ 0.00
99.	Contact Lens M/P Solution 8 oz.	$ 0.00
100.	Legal Gummed Pads (8 ½" x 11")	$ 0.00
101.	3 ½ " Flexible Pencil	$ 0.00
102.	Bubble Cushioned Envelope (6" x 9")	$ 0.49
103.	#10 White Security Envelopes	$ 0.29
104.	No Clasp Envelope (9" x 12")	$ 0.29
105.	Twin Pocket Folders	$ 0.51
106.	Dictionary (English - Spanish & English)	$ 1.89
107.	Word Seek Puzzles Books	$ 2.69
108.	Sketch Pads (50 Sheets)	$ 0.00
109.	Playing Cards Deck	$ 1.69
110.	4 ½" Flexible Black Ink Pen	$ 0.00
111.	Tracing Paper Pad (40 Sheets)	$ 4.39
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$ 0.00
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$ 0.00

OPENED
10:23
6-15-1(
Witnessed

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$ 0.00
115.	Three Flowers Brilliantine 4 oz.	$ 0.00
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$ 0.00
117.	Nair Hair Removal 9 oz.	$ 6.99
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$ 2.69
119.	Razorless Hair Removing Cream 6 oz.	$ 8.99
120.	After Shave Lotion 4 oz.	$ 0.00
121.	Baby Lotion 15 oz.	$ 0.00
122.	Shaving Gel 3 oz. Clear Tube	$ 0.00
123.	White Handkerchief (15" x 15")	$ 0.00
124.	V05 Extra Body Shampoo 15.0 oz.	$ 0.00
125.	V05 Extra Body Conditioner 15.0 oz.	$ 0.00
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$ 1.99
127.	Hinged Soap Dish Box- Regular Size	$ 0.00
128.	Dial -Hypo Allergenic Soap	$ 1.05
129.	Dial Soap 4 oz.	$ .95
130.	Greaseless Skin Cream 4.5 oz.	$ 0.00
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$ 0.00
132.	Hair Moisturizer 4 oz. Tube	$ 0.00
133.	Palm Hair Brush Flexible - Black	$ 0.00
134.	Tampons - Singles (Regular/Super/Junior) 40 ct. Box	$ 0.39
135.	Disposable Douche 6 oz.	$ 1.29
136.	White Washcloth (12"x 12")	$ 0.39

OPENED
10:23
6-15-11
Witnessed

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMANY NAME: R & R Distributing

ADDRESS: 5835 E. Texas Rd.

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

PHONE & FAX NO'S: (956) 451-1831 – Phone & (956) 287-9614 -- Fax

CELLULAR NO: (956) 451-1831

E-MAIL ADDRESS: rrdistributing@sbcglobal.net

AUTHORIZED SIGNATURE:

PRINTED NAME: Rene Lucio

TITLE: Owner

Awarded items to:

R & R DISTRIBUTING

Item #	LIST OF ITEMS	UNIT PRICE
1	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant(0.05oz)	$ 1.29
13	Peanut Pattie 1.75 oz.	$ 0.63
22	Beef Jerky Stick 2 oz.	$0.89
33	BBQ Corn Chips 1.5oz. bag	$ 0.39
36	Tostadas 12oz. pack	$ 1.59
37	Tabikos or Takis 4 oz. bag	$ 0.89
40	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$0.59
41	Zinger Cremes 4 oz. pack	$0.69
57	Ozarka Spring Water 20 oz. plastic bottle	$0.39
59	Grey Sweatshirts (small thru 4XL)	$3.29
66	White Ladies Panties (Size 5 thru 18)	$4.29
70	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$.055
77	Elastic Pony Tails 18 ct. pk-black	$0.29
102	Bubble Cushioned Envelope (6" x 9")	$0.49
105	Twin Pocket Folders	$0.51
107	Word Seek Puzzles Books	$2.69
111	Tracing Paper Pad (40 Sheets)	$4.39
117	Nail Hair Removal (9.oz)	$6.99
128	Dial -Hypo Allergenic Soap	$1.05
134	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$0.39

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2011

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 Jaime Zapata, Jr.,CLU 508 N. 10th Street Suite C-1 McAllen, TX 78501 PHONE # 956-630-2936	CONTACT NAME: GLORIA ABAD PHONE (A/C, No, Ext): 956 -630-2936 FAX (A/C, No): 956-630-6207 E-MAIL ADDRESS: gloria.abad.i94k@statefarm.com
INSURED LUCIO,RENE DBA R & R DISTRIBUTING 5835 E TEXAS RD EDINBURG, TX 78542-7264	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : STATE FARM MUTUAL INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY			12-4--4052-	06/10/11	01/16/12	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1. 05 GMC K2500 PICKUP VIN: 1GTHK23U55F929404
2. 07 WELL UT TRAILER VIN: 1W4200G2872059904

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LC

DATE (MM/DD/YYYY): 06/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

IBC Insurance Agency, LTD- SA
P.O. Box 39790
San Antonio TX 78218-6790
Phone:210-646-9870 Fax:210-646-8418

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: R&RDI-1

INSURED

Rene Lucio
DBA R & R Distributing
5705 East Texas Rd.
Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBM1M6993	07/01/11	07/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
P.O. Box 1228
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

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STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AFFIDAVIT ON EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, Sonia Garcia, a Notary Public, do hereby certify that on this the 16th day of August, 2011, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

Notary Public, State of Texas

Printed/Typed Name: Sonia Garcia

My Commission Expires: 11-27-2012

SONIA G. GARCIA
Notary Public, State of Texas
My Commission Expires
11-27-2012

AI-39739 **Purchasing Department 12. F.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Maribel N. Saenz-Exec. Dir. Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the second, one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2013 through August 15, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency's Fiscal Department.

Attachments

renewal n acord

dept ok

contract

acord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:10 PM
Budget & Management	Obdett Calzada	07/24/2013 03:57 PM
Manuel Chapa	Manuel Chapa	07/25/2013 08:02 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Yvette Islas Started On: 07/16/2013 04:23 PM

Final Approval Date: 07/25/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 09, 2013

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: E-12-209-07-31 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second (2nd) of four (4) one (1) year term extensions 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 August 06, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 15, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/11/13

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas
Hidalgo County Purchasing Department

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2013

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
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187
E-MAIL ADDRESS: antonio@prime-integrity.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Cypress Texas Lloyds	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg , TX 78539
956-381-5891

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2013	3/24/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo Community Service Agency
100 E. Cano, 4th Floor
Admin. Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2013

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)

From : Thelma Vasquez <TVasquez@csa-hidalgo.us> Tue, Jul 09, 2013 02:12 PM

Subject : RE: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Yes, please exercise option to extend for an additional 1 year term.

Thank You
Thelma Vasquez
Program Specialist
County of Hidalgo Community Service Agency
(956) 383-6250 ext 44

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, July 09, 2013 2:07 PM
To: Thelma Vasquez
Subject: Purchase & Disposal of Air Conditioning Units (Air Plus Heating & Cooling Inc.)

Good afternoon Ms. Thelma,

The above mentioned contract is set to expire on August 15, 2013. Would you like to exercise the option extend for an additional 1 year term?

This would be the second (2^{nd}) of four (4) one (1) year terms available (current contract # is E-12-209-07-31.)

Please reply to this message for record keeping purposes.

Thank you,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

APPROVED

AI-33283 **8. L.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first one (1) year extension as provided in the contract #C-11-126-08-16 for “Purchase and Disposal of Air Conditioning Units” on an "as needed basis" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2012 through August 16, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency’s Fiscal Department.

Attachments

csa ac renewal letter n acords

C-11-126-08-16

dpt renewal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 10:36 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:53 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Yvette Islas Started On: 07/17/2012 01:32 PM

Final Approval Date: 07/27/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 10, 2012

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: C-11-126-08-16 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of four (4) one (1) year term extensions 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 31, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 16, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/17/12

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department

AIRPLUS-01 HALLHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2012

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.

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PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling Inc
711 East Wisconsin
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TSF0001174985	12/15/2011	12/15/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						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)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE | NAIC#
INSURER A : Cypress Texas Lloyds
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2012	3/24/2013	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE AGENCY
100 E CANO, 4TH FLOOR
ADMINISTRATION BUILDING
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2012

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
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Travelers	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA8336X706	5/7/2012	5/7/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
New Administration building

CERTIFICATE HOLDER
Hidalgo County Community Service
2812 S Business Highway 281
Edinburg, Tx 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-08-16

THIS CONTRACT is made and entered into this 16th day of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Air Plus Heating & Cooling, Inc. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on August 16, 2011 and end on August 15, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "E" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Air Plus Heating & Cooling, Inc.** **Attn: Leocadio Guerrero** **711 E. Wisconsin Rd.** **Edinburg, Texas 78539**

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:

2. Pay any required fees or taxes; or

3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court
on 8-16-11 RO

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Air-Plus Heating & Cooling, Inc.

By:_____

Printed Name: Leocadio Guerrero

Title: OWNER/PRESIDENT

Approved on Commissioners' Court August 16, 2011

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

May 04, 2011

AIR-PLUS
HEATING & COOLING, INC.
711 E. WISCONSIN RD.
Edinburg, Texas 78539

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY COMMUNITY SERVICE AGENCY – PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"**

RFP NO: 2011-126-05-25-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"
RFP NO: 2011-126-05-25-YSI

1. Request for Proposals Letter, consisting of 1 page.

2. Request for Proposals, Legal Notice, consisting of 8 pages.

3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.

4. Exhibit "B", Scoring Criteria, page # 5.

5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.

6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.

7. Exhibit "E", Technical Specifications, consisting of page #10 through page #15.

8. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.

9. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.

10. Proposer's Affidavit, consisting of 1 page.

11. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.

12. IRS W-9 Form, consisting of 4 pages.

13. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

14. Market Volatility and Unit Price Adjustments, consisting of 2 pages.

15. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

05-04-2011
Date

RFP NO: 2011-126-05-25-YSI	BUYER: YVETTE ISLAS	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"

MAY 25, 2011

contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2011-126-05-25**

1. Sealed proposals will be received for **Hidalgo County Community Service Agency "Purchase and Disposal of Window Air Conditioning Units"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and three (3) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-126-05-25-YSI-Hidalgo County Community Service Agency–"Purchase and Disposal of Window Air Conditioning Units"**, and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, May 25, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-126-05-25-YSI—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - "PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, May 18, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, May 20, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and**

thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **Hidalgo County Community Service Agency –"Purchase and Disposal of Window Air Conditioning Units",**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**May 25,**	**2011**
Project/Anticipated Award Date:	_____,	**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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty~~

~~Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part,

agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY COMMUNITY SERVICE –
"Purchase and Disposal of Window Air Conditioning Units"
RFP NO: 2011-126-05-25-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: _____

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or disposal of used/old window air conditioning units. The new window air conditioning units will replace inefficient window units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Closner, Edinburg, Tx. Used/old window units will be maintained at CHCSA main office, pick up of such will be at CHCSA main office.

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of an eligible program participant is unavailable for service delivery scheduling or occurrence of unforeseeable circumstances as approved by CHCSA (such events must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made thirty (30) to forty-five (45) days from date of service and agency approval.

All disposals of window air conditioning units provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

MINIMUM STANDARDS

WINDOW UNIT SIZE	MINIMUM ENERGY STAR EER
5, 000 BTU	10.7
6,000 BTU	10.7
8,000 BTU	10.8
10,000 BTU	10.8
12,000 BTU	10.8
15,000 BTU	10.7
18,000 BTU	10.7

WHEN AN EXISTING INEFFICIENT WINDOW AIR CONDITIONING UNIT(S) AND/OR HEAT PUMP(S) IS REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE FEDERAL, STATE AND LOCAL CODES/LAWS. CONTRACTOR MUST DESTROY USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS BEYOND REPAIR. USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS ONCE REMOVED CANNOT BE REPAIRED, RETROFITTED, AND/OR SOLD.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE NOTICE OF PAYMENT/PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.

2) Must not accept any gifts, monetary or otherwise, from clients.

3) Will accept CHCSA notice of payment/purchase order as authorization and obligation of payment and only for the amount stated on the notice of payment/purchase order.

4) Will not alter the amount on notice of payment/purchase order without the prior approval from CHCSA.

5) Will contact CHCSA for prior approval, in the event, that additional costs are incurred or forfeit payment if CHCSA approval is not obtained.

6) Will deliver the window air conditioning units to CHCSA within 10 working days of notice of payment/purchase order date.

7) Will pick up used/old window air conditioning units and/or heat pumps at CHCSA's main office and dispose of such according to applicable Federal, State and local codes, whichever is most restrictive. Used/old window air conditioning units and/or heat pumps once removed cannot be repaired, retrofitted and/or sold.

8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:

A) Name and address of vendor
B) Name of Agency
C) Date(s) equipment was delivered to CHCSA or picked up from CHCSA
D) Detail description of equipment delivered or picked up
E) CHCSA notice of payment/purchase order number
F) Billing total amount

9) Direct **all original notice of payments/purchase orders** to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the notice of payment/purchase order.

10) Submittal of **original notice of payments/purchase orders** will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 workings days as of date of notice of payment/purchase order.

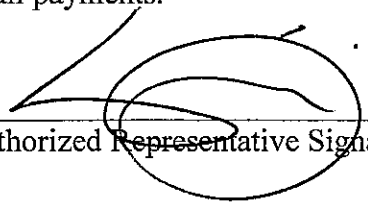
COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES con't

11) Payment will be made to contractor approximately thirty (30) to forty-five (45) days after receipt of original notice of payment/purchase order, with all documentation required, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue notice of payment/purchase orders unless it has a contractual amount to cover said amount.

12) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

13) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.



Authorized Representative Signature

5/19/11
Date

Leocadio Guerrero
Print Name of Authorized Representative

President/Owner
Title of Authorized Representative

956-381-5891
Telephone number

Lupita Guerrero
Name of Contact Person

956-381-5461
Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in Financial Resources & Integrity Section and a minimum score of 28 ½ points in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price	÷	proposal price	X 40	=	points awarded
Example $1000	÷	$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

The following questions that will be asked when we contact the references.
2.5 points has been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.

Q.1. Do they honor their prices?
Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?
Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA Phone#: 956-992-8039

Address: 300 S. Closner, Edinburg, Tx. Fax#: 956-992-8027

Company: Capital One Bank

Reference 2

Name: Laura Mayo Phone#: 956-664-8400

Address: 1801 S. 2nd, McAllen, Texas 78503 Fax#: 956-632-5442

Company: Inter National Bank

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

2.5 point has been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

[X] YES [ ] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.
No Exeptions *(2 part question-1.25 pts per part)*

B. Will you hold material until we are ready to pick-up/install?

[X] YES [ ] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[ ] YES [X] NO

D. Are there any liens against your firm/company?

[ ] YES [X] NO

E. Are there any lawsuits against your firm/company?

[ ] YES [X] NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[ ] YES [X] NO

If yes, describe the nature of the complaint and its resolution.

_____
_____
_____
_____

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE-List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Proper recovery of freon
Proper disposal of window units
Proper disposal of heat pumps

The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.

1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)*
   If satisfactory, specify in what way.
   If not satisfactory, specify in what way.
2) *Has this firm or person been timely in completing projects?*
3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1
Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx. 7850 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2
Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. Violet, Suite 5, McAllen, Tx. 78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3
Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. Texas Blvd., Suite 20B, Weslaco, TX Fax#: 956-968-8444
Company: ITHACA INVESTMENTS

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE -1 *point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

CERTIFICATION

Proposer's and Company Name: Other Company Names or DBA's	AIR-PLUS HEATING & COOLING, INC.
SSN or Employer's Federal ID Number	74-2909990
Mailing Address:	711 E. WISCONSIN RD. EDINBURG, TX. 78539
Telephone: E-mail:	956-381-5891 lupitagairplus@gmail.com
FAX:	956-381-5461

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all equipment will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as window air conditioning units are delivered or disposed of and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No:

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request by CHCSA.

Leocadio Guerrero	/	/ 5/19/11
Proposer's Name (please print)	Proposer's Signature	Date

EXHIBIT "G"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, Leocadio Guerrero, authorized representative for Air-Plus Heating & Cooling, Inc.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $750,000.00 General Liability: $ 1,000,000.00

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/19/11
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

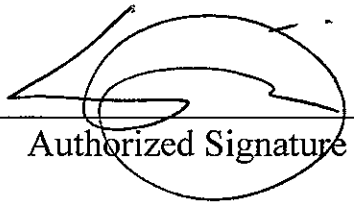
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Leocadio Guerrero, possess all of the APPLICABLE:

1. Licenses: Air Conditioning Contractor License.
2. Bonds: City.
3. Certificates: Indoor Air Quaility Asso. certified - Res-Light Commercial and Air Balance
4. Permits: City.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

5/19/11.
Date

AIR-PLUS HEATING & COOLING, INC.
Company

711 E. WISCONSIN RD.
Address

EDINBURG, TEXAS 78539.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of person who has a business relationship with local governmental entity.**

AIR-PLUS HEATING & COOLING, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

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

Leocadio Guerrero

5/19/11

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Leocadio Guerrero, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ President/Owner

Subscribed and sworn to before me this 19th day of May, 2011.

Lucy Pena
Notary Public

My commission expires: September 20, 2014.

NOTARY PUBLIC STATE OF TEXAS
LUCY PENA
My Commission Expires
September 20, 2014

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: AIR-PLUS HEATING & COOLING INC **Telephone No.** (956) 381-5891

dba Name:

Legal Name:

Mailing Address : 711 E. WISCONSIN RD. **Fax No.** (956) 381-5461

Physical Address: 711 E. WISCONSIN RD.

City, State, Zip EDINBURG, TX. 78539 **Tax I.D. No.** 74-2909990

Remit to Address : P.O. Box 261 **City, State, Zip** Edinburg, Tx. 78539

E-Mail Address: lupitagairplus@gmail.com

Representative(s) Name(s) & Title(s) Leocadio Guerrero, President/Owner

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No. ____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. 74-2909990

State of Incorporation: Texas **Date:** ____ **Other:** ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization __X__ Other, Specify Air-Conditiong Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Leocadio Guerrero, President/Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- • Less than 125,000 annual gross receipt
- • Less than 250,000 annual gross receipt
- X Less than 499,000 annual gross receipt
- • More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- • Black American
- X Hispanic American
- • Asian Pacific American
- • Native American
- • Women
- • Other

Have you been certified as a HUB or an MBE/WBE source?: X Yes • No

Indicate Certification No.(s): 1742909990000 **or are Certificate(s) attached?:** X Yes • No

What type of product(s) is/are solicited by your company? Central Air & Heat Installation, Service & Repai

Would you like to be provided with specifications for procurements of such products?: X Yes • No

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):** ____

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: •X Yes • •No

If yes, by whom?: •X Texas Building & Procurement Commission • •Other_____

Indicate Certification No(s).:1742909990000 or Are Certificate(s) Attached?: •X Yes • •No

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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: _____

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

AIR-PLUS HEATING & COOLING, INC.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
711 E. WISCONSIN RD.

Requester's name and address (optional)

City, state, and ZIP code
EDINBURG, TEXAS 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				

Employer identification number

7	4	-	2	9	0	9	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/19/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

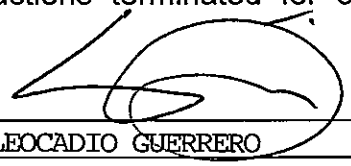
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: LEOCADIO GUERRERO
Title: President/Owner
Telephone Number: 956-381-5891
Date: 5/19/11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-00-00

THIS CONTRACT is made and entered into this **0th** day of **Month, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on Month 00, 2011 and end on Month 00, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY: .

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

J. A. (TONY) SANCHEZ, P.C.

Certified Public Accountant

4008 N. 22nd Street • McAllen, Texas 78504
Tel: (956) 618-1040 • Fax: (956) 618-1041

I have compiled the accompanying statement of assets, liabilities, and equity – income tax basis of AIR PLUS HEATING & COOLING, INC., (an S-Corporation), as of December 31, 2010 and the related statement of revenues and expenses – income tax basis, for year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Tony Sanchez, CPA
A Professional Corporation

March 29, 2011

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

ASSETS

CURRENT ASSETS:		
CASH ON HAND	$ 1,020.22	
CAPITAL ONE - 3820348337	(544.89)	
A/R GUERRERO INVESTMENTS	3,338.81	
A/R - TRADE	195,001.92	
INVENTORY	30,000.00	
TOTAL CURRENT ASSETS:		$ 228,816.06
PROPERTY & EQUIPMENT:		
MACHINERY & EQUIPMENT	35,350.59	
OFFICE FURN & EQUIPMENT	4,428.00	
VEHICLES	278,539.72	
LEASEHOLD IMPROVEMENTS	8,281.45	
ACCUMULATED DEPRECIATION	(214,041.03)	
TOTAL PROPERTY & EQUIPMENT:		112,558.73
TOTAL ASSETS		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
A/P - TRADE	$ 47,133.65	
PAYROLL TAX LIABILITIES	3,109.17	
TOTAL CURRENT LIABILITIES:		$ 50,242.82
LONG-TERM DEBT:		
N/P - ALLY: 2010 SIERRA	15,149.55	
N/P- ALLY: '10 CHEV SILV.	24,457.51	
N/P - TOYOTA FINANCIAL	5,890.81	
TOTAL LONG-TERM DEBT:		45,497.87
EQUITY:		
RETAINED EARNINGS	241,951.06	
COMMON STOCK	1,000.00	
EXCESS PAID CAPITAL	127,179.88	
SUB-S DISTRIBUTIONS	(69,000.00)	
CURRENT YEAR EARNINGS	(55,496.84)	
TOTAL EQUITY:		245,634.10
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2010

	Year to Date Actual	Percent
REVENUES:		
SALES	$1,176,608.21	100.0
* TOTAL REVENUES:	1,176,608.21	100.0
COST OF SALES:		
COST OF GOOD SOLD	644,551.36	54.8
SUBCONTRACTORS - JOBS	27,840.35	2.4
* TOTAL COST OF SALES:	672,391.71	57.1
* GROSS MARGIN ON SALES	504,216.50	42.9
OPERATING EXPENSES:		
ADVERTISING	5,229.00	0.4
AUTOMOBILE EXPENSE	23,062.71	2.0
INTEREST & BANK CHARGES	2,567.08	0.2
COMMISSIONS	1,077.53	0.1
DEPRECIATION EXPENSE	31,809.00	2.7
DUES & SUBSCRIPTIONS	320.00	0.0
EMPLOYEE BENEFITS	1,314.25	0.1
INSURANCE - OTHER	6,282.00	0.5
INSURANCE - HEALTH	13,128.06	1.1
INSURANCE - AUTO	1,118.42	0.1
INSURANCE - WORK COMPS	12,764.00	1.1
PERMITS & LIC FEES - JOBS	2,766.57	0.2
MISCELLANEOUS	16.00	0.0
OFFICE EXPENSE	11,929.41	1.0
PROFESSIONAL FEES	6,310.00	0.5
RENT - BUILDING	37,500.00	3.2
REPAIRS & MAINTENANCE	742.74	0.1
RETIREMENT / IRA PLAN	7,498.74	0.6
TELEPHONE	4,507.57	0.4
MEALS & ENTERTAINMENT	60.71	0.0
UNIFORMS	309.22	0.0
UTILITIES	4,093.16	0.3
SALARIES & WAGES	344,326.17	29.3
SUPPLIES/TOOLS	429.20	0.0
TAXES - FRANCHISE	3,323.44	0.3
TAXES - SALES TAXES	4,005.80	0.3
TAXES - PAYROLL	33,222.56	2.8
* TOTAL OPERATING EXPENSES:	559,713.34	47.6
* NET OPERATING INCOME	(55,496.84)	(4.7)
* NET INCOME	$ (55,496.84)	(4.7)

SEE ACCOUNTANT'S REPORT

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER A : Texas Mutual Insurance Company	22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001174985	12/15/2010	12/15/2011	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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

Brian E Lewis

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

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PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-752 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC#
	INSURER A: Cypress Texas Lloyds
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	INSURER B: Travelers
	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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Community Service Agency 2802 S Business Highway 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2011

TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 22-APR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2011
Expiration Date: 20-APR-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

INDOOR AIR QUALITY ASSOCIATION

2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

ASSOCIATION INC.

Glenn E. Fellman, Executive Director

CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL AIR BALANCING AND DIAGNOSTIC TECHNICIAN

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the

NATIONAL BALANCING INSTITUTE

to perform HVAC airflow diagnostics and air balancing for residential and light commercial systems according to NBI standards and practices.

National Balancing Institute NBI CERTIFIED 02-017-08

February 27, 2002

Rob Falke, National Balancing Institute

EXHIBIT "E"

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 1:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "G"

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

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PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Company — 22945 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001174985	12/15/2010	12/15/2011	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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AUTHORIZED REPRESENTATIVE

Brian E Lewis

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DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:
Lupita Guerrero, Treasurer

08/02/2011 09:49 9563815461 AIR PLUS PAGE 02/02

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

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PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Cypress Texas Lloyds INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2802 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-27839 **15. F. 1.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

BACKGROUND

Agreement approved as to form by legal counsel on 04-29-11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funds available through Community Service Agency's Department.

Attachments

ai request.27839
csa recomend.27893
acceptance sheet
scoring grid
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 01:40 PM
Erika Zamora	Angela Garcia	08/04/2011 09:03 AM
Purchasing Department	Marty Salazar	08/10/2011 01:05 PM
Erika Zamora	Erika Zamora	08/11/2011 02:53 PM
Auditor's Office	Arcilia Duran	08/11/2011 04:08 PM
Purchasing Department	Marty Salazar	08/11/2011 04:39 PM

Form Started By: Yvette Islas Started On: 08/02/2011 11:29 AM

Final Approval Date: 08/11/2011

2. AI-28041 Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

3. AI-27957 a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

C. Pct. 3

1. AI-28008 a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

2. AI-28007 Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.

3. AI-27948 Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

4. AI-28006 Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

D. Health & Human Services Dept.

1. AI-27956 Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

E. WIC

1. AI-27487 Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

F. Community Service Agency

1. AI-27839 Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

approved

2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of $7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

16. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27986 Claim of Elvia Rodriguez

E. AI-27988 Claim of City of Penitas

F. AI-28050 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27987 Claim of Elvia Rodriguez

E. AI-27989 Claim of City of Penitas

F. AI-28052 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

18. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. Adjourn

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2013

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
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (956) 686-1187
E-MAIL ADDRESS: antonio@prime-integrity.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2013	3/24/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2013	5/7/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2812 S. Business Hwy 281
New Adm. Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-39756 **Purchasing Department 12. G.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Agapito Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for BCAP Drainage Spillway Construction for Hoehn Drive Subdivision a Pct 4 BCAP project.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: August 03, 2013
2nd Advertisement: August 10, 2013
Bid Opening Date: August 21, 2013
Contract format has been formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-329-0-731

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

BUDGETARY IMPACT:

Funding pending approval of AI# 39770 7-30-13
Req# 240435

Attachments

spec book n plans hoehn spillways

ai req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:11 PM
Budget & Management	Obdett Calzada	07/24/2013 03:58 PM
Manuel Chapa	Manuel Chapa	07/25/2013 08:02 AM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Yvette Islas Started On: 07/17/2013 03:53 PM

Final Approval Date: 07/25/2013

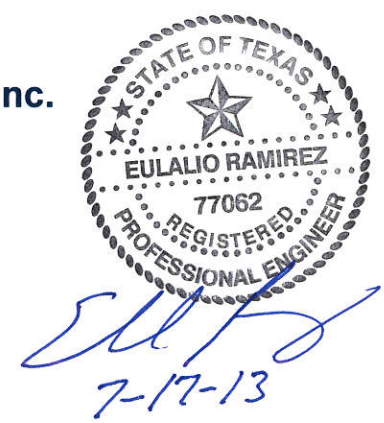
Hidalgo County Precinct No. 4

Border Colonia Access Program Round III

Technical Specifications

Drainage Spillway Construction for
Hoehn Drive Subdivision
(Ivory Street)

Quintanilla, Headley & Associates, Inc.
Registration Number F-1513
124 E. Stubbs
Edinburg, Texas 78539
(956) 381-6480



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HOEHN DRIVE SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
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18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
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19) **Exhibit E**
    - **a.** Checklist
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    - **c.** Payment of Application

d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
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o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT No. 4 with sealed bids on: **DRAINAGE SPILLWAY CONSTRUCTION FOR HOEHN DRIVE SUBDIVISION (IVORY STREET) CAP-**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by may be obtained from the office of **Quintanilla, Headley and Associates, Inc 124 E. Stubbs, Edinburg, Texas 78539** Phone No. **(956) 381-6480** for the amount of $. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, DATE** at **2:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-08-031A-11-12-LRM –" DRAINAGE SPILLWAY CONSTRUCTION OF HOEHN DRIVE SUBDIVISION (IVORY STREET)** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	**Physical Location:**
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday,** DATE at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the _____ of _____, 20_____.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7

LEGAL NOTICE **CAP-[redacted]**

1. Sealed bids will be received for **"HIDALGO COUNTY – HIDALGO COUNTY PRECINCT No.4 DRAINAGE SPILLWAY CONSTRUCTION FOR HOEHN DRIVE SUBDIVISION " (IVORY STREET)** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **" CAP-[redacted] -[redacted] -- HIDALGO COUNTY- HIDALGO COUNTY PRECINCT No.4 DRAINAGE SPILLWAY CONSTRUCTION FOR HOEHN DRIVE SUBDIVISION " (IVORY STREET)** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH, DATE, 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-[redacted] HIDALGO COUNTY PRECINCT No.4 DRAINAGE SPILLWAY CONSTRUCTION FOR HOEHN DRIVE SUBDIVISION " (IVORY STREET) - RFB-DESCRIPTION OF BID FOR DEPT" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY- HIDALGO COUNTY PRECINCT No.4 DRAINAGE SPILLWAY CONSTRUCTION FOR HOEHN DRIVE SUBDIVISION " (IVORY STREET)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Colonia Access Program
301 E. State Street
Pharr, Texas 78577
(956) 787-1891

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or

of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"HIDALGO COUNTY PRECINCT No.4
DRAINAGE SPILLWAY CONSTRUCTION FOR
HOEHN DRIVE SUBDIVISION " (IVORY STREET)

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S.Business Hwy 281 - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # **4** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner a the Hidalgo County Purchasing department until Wednesday _____date_____ at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # **4** Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Access Colonia Project Round ☐
Grant No. _____
Subdivision Name: **HOEHN DRIVE SUBDIVISON**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the eveidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **_30_ consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Quintanilla, Headley and Associates, Inc 124 E. Stubbs, Edinburg, Texas 78539 Attn: Eulalio Ramirez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FOR

BID FORM

HIDALGO COUNTY PRECINCT NO 4___
BORDER COLONIA ACCESS PROJECT
[redacted] HOEHN DRIVE SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price **In Words**	Unit Price **In Figures**	Total Extension In Figures
Sample						
100	20.87	STA	Preparing Row	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44

DRAINAGE – IVORY STREET

100	1.42	STA	PREPARING RIGHT OF WAY	Dollars Cents	$	$
432	300	CY	RIP RAP (4") (CONC.) (NO.#3 REBAR)	Dollars Cents	$	$

BID TOTAL	$

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #4 BORDER ACCESS COLONIA PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and

hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP

This Agreement, entered into this _____ day of _____, 2013 by and between Hidalgo County (hereinafter called the "OWNER," and _____(a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

DRAINAGE SPILLWAY CONSTRUCTION FOR
HOEHN DRIVE SUBDIVISION (IVORY STREET)

Hereinafter called the project, for the sum of _____ **Dollars and** _____ **Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **QUINTANILLA, HEADLEY & ASSOCIATES INC.**, entitled the Engineer, and as enumerated in Paragraph 1.01.A12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed and original, in year and date first above mentioned.

APPROVED BY COMMISSIONER'S COURT ON ,_____, 2013

CONTRACTOR: _____
Print Name & Title _____
Name of Firm: _____
_____
Address: _____
_____
Fed. ID# / SS#: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of_____2013.
by _____ of and on behalf of _____.
(Title) (A corporation)

_____
Notary Public – Signature

APPROVED AS TO FORM:

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____ _____) Dollars in lawful money of the United States to be paid in (5) _____ _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #4 BORDER ACCESS COLONIA PROJECT
HOEHN DRIVE SUBDIVISION

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D., 20_____.

ATTEST:

_____
(Principal) Secretary

(Seal)

_____
Witness as to Principal

_____
(Address)

Principal_____
By_____

(Address)_____

Telephone Number:_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

(Seal)

_____
Witness as to Surety

By_____

(Address)_____

_____

NOTE: If Contractor is partnership all Partners should execute bond

_____

Telephone Number:_____ (Address)

PAYMENT BOND FORM

_____

_____
(Address)
Telephone Number:_____

_____
(Individual Principal)

_____
(Business Address)
Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____
ATTEST:

_____
_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____ _____,who signed the said bond on behalf of the Principal was then _____ _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____

_____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 20___, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #4 BORDER ACCESS COLONIA PROJECT
HOEHN DRIVE SUBDIVISION

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(7) Correct name of Contractor
(8) A Corporation, a Partnership or an Individual, as case may be
(9) Correct name of Surety
(10) Correct name of Owner
(11) County and State
(12) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D.

ATTEST:

_____
(Principal) Secretary

Principal_____
By_____

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

Telephone Number:_____

_____
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____ _____,who signed the said bond on behalf of the Principal was then _____ _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3.Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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	LIMITS	
A	*GENERAL LIABILITY* ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN AGGREGATE	$
					PRODUCTS – COMP/OP	$
B	☐ ☐ ☐ ☐ *AUTOMOBILE LIABILITY* ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	☐ *GARAGE LIABILITY* ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	☐ *EXCESS LIABILITY* ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	*WORKERS COMPENSATION AND EMPLOYER'S LIABILITY*				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm _____ **Quintanilla, Headley and Associates, Inc**_____.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or

State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

Technical Specifications

Project Number: Border Access Colonia Project

County: Hidalgo County Precinct #4

Highway: Hoehn Drive Subdivision

ITEM 100. Preparing Right of Way

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

ITEM 110. Excavation

Prior to contract letting, earthwork cross sections will be available at the Engineer's office for review by the prospective bidders.

ITEM 132. Embankment

The percent of density, as determined by Test Method Tex-113-E, shall be a minimum of 95 percent. Density tolerances will be permitted.

The Contractor's attention is called to the fact that the following note for this Item applies to any material used for embankment other than, that which was excavated from the roadway.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Concrete Spillway

1.1. Description:

"Concrete Spillway" shall consist of Portland Cement combined concrete spillway with reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

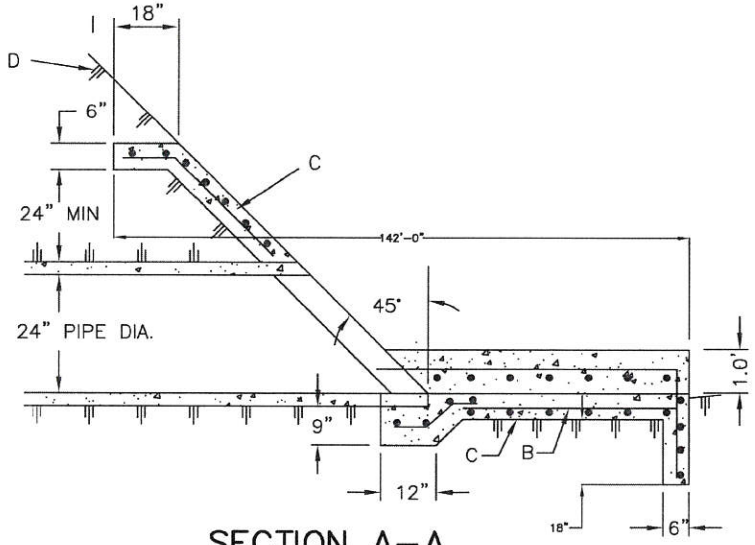
4.1. Measurement:

Concrete spillway will be measured by the linear foot, complete, in place.

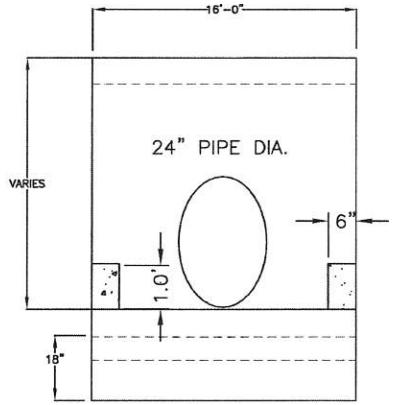
5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

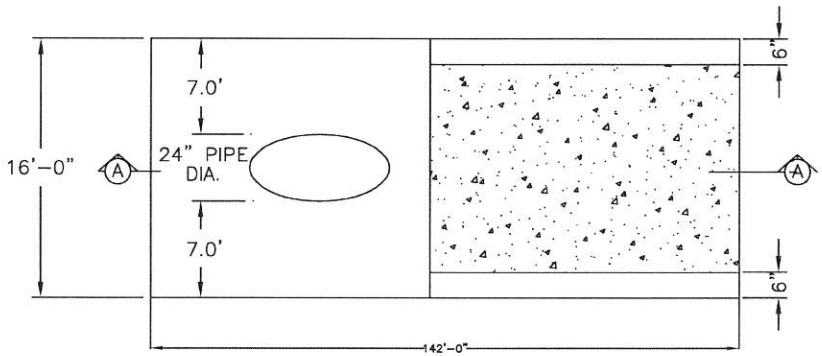
End of Section



SECTION A–A



FRONT VIEW



TOP VIEW

GENERAL NOTES:
1. CONCRETE TO HAVE 3500 p.s.i. AT MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL STEEL TO HAVE 4000 p.s.i. YIELD STRENGTH

CONSTRUCTION NOTES
A. DRAIN DITCH FLOW LINE
B. #3 REBAR 18" O.C.E.W. OR EQUAL LAPPED 6"
C. MIN. 3" COVER REQUIRED ON EVERY SIDE
D. MIN. 95% COMPACTION

STATE OF TEXAS
EULALIO RAMIREZ
77062
REGISTERED
PROFESSIONAL ENGINEER

EULALIO RAMIREZ P.E.
REGISTER No. 77062
DATE: 6-6-13

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TEXAS DEPARTMENT OF TRANSPORTATION

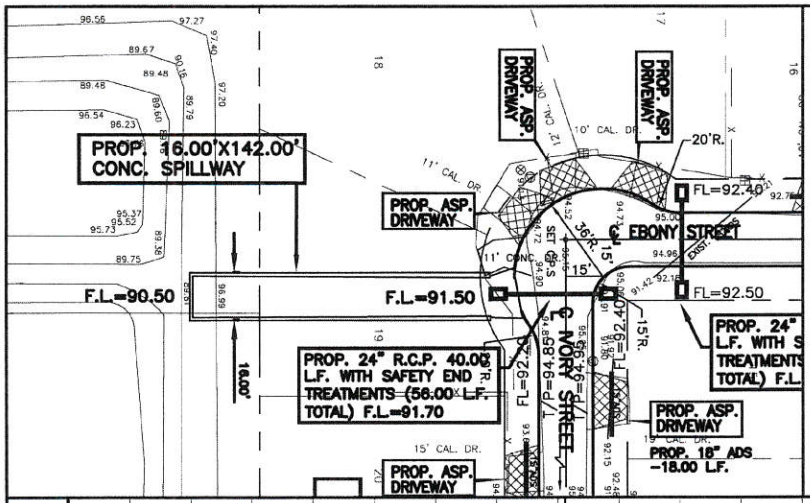
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6480 FAX 956-381-0837
REGISTRATION NUMBER F-1813 SURVEYING REGISTRATION NUMBER 100411-00

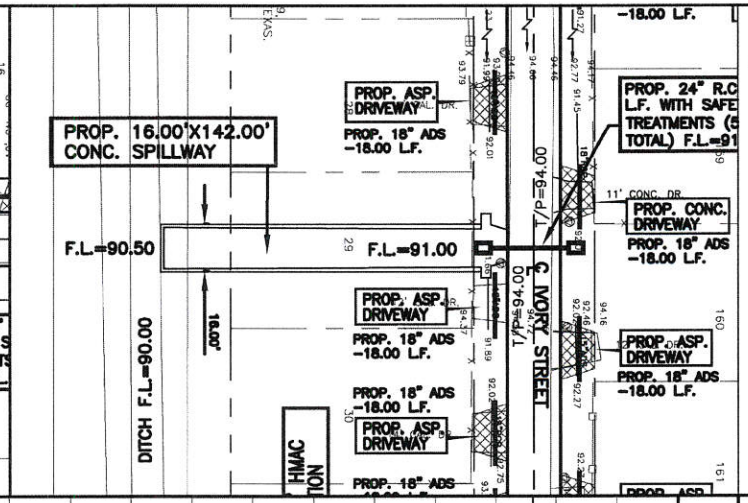
HIDALGO COUNTY COLONIA ACCESS PROGRAM
ROUND THREE ALLOCATION FUNDING
HOEHN DRIVE SUBDIVISION CSJ# 3C-1080-329
PROPOSED CONCRETE SPILLWAY
CONCRETE SPILLWAY WITH HEADWALL
DETAIL AND SECTIONS

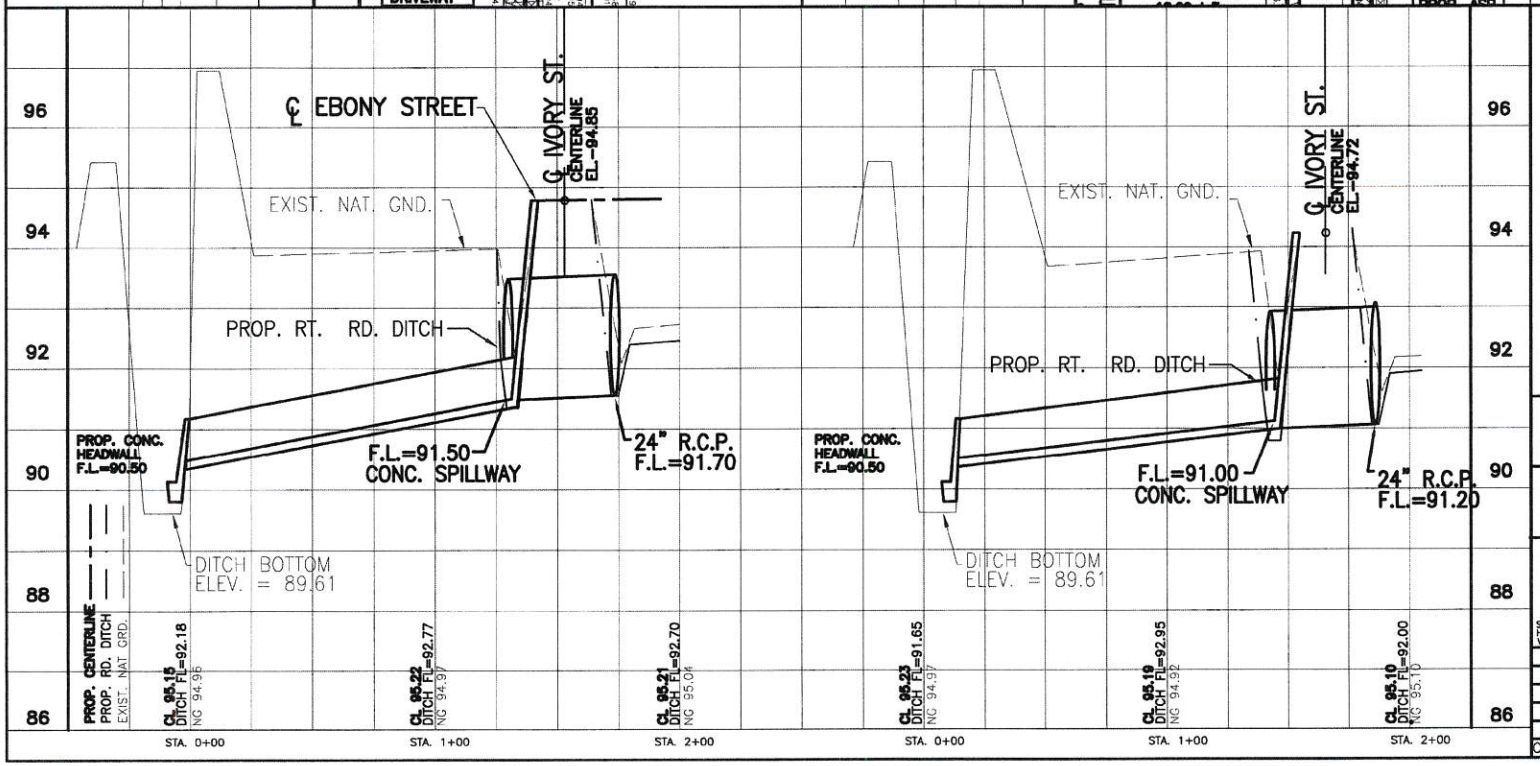
FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			59
STATE	DIST.	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
CSJ# 3C	1080	329	

CONCRETE SPILLWAY W/ HEADWALL DETAIL (POURED IN PLACE)

N.T.S







SCALE: 1"= 50'

NOTE:

LOTS 19 AND 29 ARE CURRENTLY IN THE PROCESS OF BEING ACQUIRED BY THE HIDALGO COUNTY.

LEGEND

- EXIST. DRIVEWAYS
- EXIST. PAVEMENT
- EXIST. PAVEMENT
- = SERVICE POLE
- = WATER METER
- = SIGN
- = POWER POLE
- = MAIL BOX
- = PALM TREE
- = FND. C.P.S.
- = GUY WIRE
- = PINE TREE
- = TEL PED
- = WATER VALVE
- = FLUSH VALVE
- = VALVE MARKER
- = MESQUITE

1. FOR ALIGNMENT DATA SEE HORIZONTAL DATA SHEET.
2. FOR INTERSECTION INFORMATION SEE INTERSECTION LAYOUT AND ELEVATION SHEET.
3. DRIVEWAYS & TURNOUTS ARE TO BE CONSTRUCTED AS PER TYPE & WIDTHS SHOWN ON THE DRIVEWAY & TURNOUT TABLES.
4. CONTRACTOR SHALL KEEP ACCESS INTO HOMES AVAILABLE THROUGHOUT THE PROJECT.
5. THE CONTRACTOR WILL RELOCATE ALL MAILBOXES. ACCESS BY MAIL DELIVERY TO THE MAILBOXES SHALL BE KEPT AVAILABLE THROUGHOUT THE PROJECT.

BENCHMARK INFORMATION
LOCAL BENCHMARK (REF POINT No. 1)
CENTER LINE OF EBONY STREET
BM. C.P.S.
NORTHING=1077473.65
EASTING = 16651557.11
ELEVATION=95.47

STATE OF TEXAS
EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ P.E.
REGISTERED No. 77062
DATE: 11-29-12

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TEXAS DEPARTMENT OF TRANSPORTATION

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
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124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6480 FAX 956-381-0527
REGISTRATION NUMBER F-1513 SURVEYING REGISTRATION NUMBER 100411-00

HIDALGO COUNTY COLONIA ACCESS PROGRAM
ROUND THREE ALLOCATION FUNDING
HOEHN DRIVE SUBDIVISION
DITCH OUTFALL– CSJ# 3C-1080-329

SCALE: HORIZONTAL 1" = 50' VERTICAL 1" = 5'
PLAN AND PROFILE
STA. 0+00 TO STA. 5+00

FED.RD. DIV.NO.	PROJECT NO.	SHEET NO.
6		54

STATE	DIST.	COUNTY
TEXAS	21	HIDALGO

CONT.	SECT.	JOB	HIGHWAY NO.
CSJ# 3C	1080	329	

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL PSECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL SPECIFICATIONS

ITEM 5249	TEMPORARY SEDIMENT CONTROL FENCE (5004)

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.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Form **W-9**
(Rev. October 2007)
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
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 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 payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 payees, see *Exempt Payee* 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 disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **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:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST 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

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not

withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998

Exhibit E-F

General Decision Number: TX130008 01/04/2013 TX8

Superseded General Decision Number: TX20120008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[illegible]			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: [illegible]			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
____10%____ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Saenz Paving Contractor Name
21-Apr-08 Starting Date
19-Aug-08 Project Ending Date
10% Retainage Percent

Application No. 2
Application Date: 15-Aug-08
Period To: 15-Aug-08
Engineer Firm QHA

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C1080612	Rena Rae	$169,509.25	$187,409.25	$58,815.00	$22,550.00	$0.00	$0.00	$81,365.00	$106,044.25	$8,136.50	$73,228.50	$52,933.50	$20 295 00

Saenz Paving Contractor Name
21-Apr-08 Starting Date
19-Aug-08 Project Ending Date
10% Retainage Percent

Application No. 3
Application Date: 15-Aug-08
Period To: 15-Aug-08
Engineer Firm QHA

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C1080612	Rena Rae	$169,509.25	$187,409.25	$58,815.00	$22,550.00	$50,200.00	$131,565.00	$55,844.25	$13,156.50	$118,408.50	$81,365.00	$45,180.00

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Saenz Paving Contractor Name
21-Apr-08 Starting Date
19-Aug-08 Project Ending Date
10% Retainage Percent

Application No. Retainage Release
Application Date: 15-Aug-08
Period To: 15-Aug-08
Engineer Firm QHA

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	Retainage Release	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C1080612	Rena Rae	$169,509.25	$187,409.25	$58,815.00	$22,550.00	$50,200.00	$55,844.25	$18,740.93	$187,409.25	$0.00	$18,740.93	$187,409.25	$187,409.25	$18,740.93

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

Test Report Table

					Contractor Name				
Material	Test	Description	Required	Remarks	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: PROJECT NO.
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Lazaro Saenz, Sr. dba, Saenz Paving	Contractor Name
4/21/2008	Starting Date
8/19/2008	Project Ending Date
Rena Rae	Engineer's / County Project Description

Application No.: 3(final)
Application Date: 8/15/2008
Period To: 8/15/2008
Engineer's / County Project No.: 2C1080612

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month			Fourth Month			Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																						
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ 3.00	6,625.0	19,875.00	$ -	0.0	-	6625.00	6625	19,875.00	0	6625	-	-	6,625.00	-	-	-	-	19,875.00	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ 6.50	6,625.0	43,062.50	$ -	0.0	-	0	0	-	0	0	-	########	6,625.00	########	-	-	-	43,062.50	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ 4.00	1,224.0	4,896.00	$ -	0.0	-	0	0	-	0	0	-	-	1,224.00	-	-	-	-	-	4,896.0	-4,896.0
5	340	Asph. Conc. Ty D	S.Y.	$ 6.60	6,120.0	40,392.00	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	40,392.0	-40,392.0
6	500	Mobilization	L.S.	$ 5,000.00	1.0	5,000.00	$ -	0.0	-	1.00	1	5,000.00	0	1	-	-	1.00	-	-	-	-	-	5,000.0	-5,000.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ 1,500.00	4.0	6,000.00	$ -	0.0	-	0.00	1	1,500.00	0	2	1,500.00	1.00	3.00	1,500.00	-	-	-	-	6,000.0	-6,000.0
8	530	Turnouts	Ea	$ 650.00	2.0	1,300.00	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	1,300.0	-1,300.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ 3.50	900.0	3,150.00	$ -	0.0	-	0	0	-	0	900	3,150.00	-	900.00	-	-	-	-	-	3,150.0	-3,150.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ 1.50	900.0	1,350.00	$ -	0.0	-	0	0	-		0	-	-	-	-	-	-	-	-	1,350.0	-1,350.0
		Total Roadway				125,025.50			-			26,375.00			4,650.00			########			-	62,937.50	62,088.0	-62,088.0
		(906) DRAINAGE																						
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ 6.25	1,025.0	6,406.25	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	6,406.3	-6,406.3
12	247	Drvwys Flexible Base	S.Y.	$ 5.50	1,025.0	5,637.50	$ -	0.0	-	0	0	-	0	0	-	########	1,025.00	5,637.50	-	-	-	-	5,637.5	-5,637.5
13	556	8" Storm Drain	L.F.	$ 40.00	36.0	1,440.00	$ -	0.0	-	36.00	36	1,440.00	0	36.00	-	-	36.00	-	-	-	-	-	1,440.0	-1,440.0
14	556	18" RCP Storm Drain	L.F.	$ 26.00	1,000.0	26,000.00	$ -	0.0	-	1000.00	1000	26,000.00	0	1000.00	-	-	1,000.00	-	-	-	-	-	26,000.0	-26,000.0
15	465	Ty "A" Inlets	Ea.	$ 1,800.00	2.0	3,600.00	$ -	0.0	-	2.00	2	3,600.00	0	2	-	-	2.00	-	-	-	-	-	3,600.0	-3,600.0
16	465	Concrete Manhole	Ea.	$ 1,400.00	1.0	1,400.00	$ -	0.0	-	1.00	1	1,400.00	0	1	-	-	1.00	-	-	-	-	-	1,400.0	-1,400.0
17		15" R.C.P.	L.F.	$ -	0	0	$ 25.00	456.0	11,400.00	0	0	-	456	456.00	11,400.00	-	456.00	-	-	-	-	11,400.00	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0	0	$ 1,800.00	2.0	3,600.00	0	0	-	2	2.00	3,600.00	-	2.00	-	-	-	-	3,600.00	0.0	0.0
19		Manhole	Ea	$ -	0	0	$ 1,400.00	1.0	1,400.00	0	0	-	1	1	1,400.00	-	1.00	-	-	-	-	1,400.00	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0	0	$ 30.00	50.0	1,500.00	0	0	-	50	50	1,500.00	-	50.00	-	-	-	-	1,500.00	0.0	0.0
		Total Drainage				44,483.75			17,900.00			32,440.00			17,900.00			5,637.50			-	17,900.00		
		TOTAL BASE AMOUNTS:				169,509.25			17,900.00			58,815.00			22,550.00			########			-	80,837.50	44,483.8	-44,483.8

Print Name

Date

Signature

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.: _____

Application Date: _____

Period To: _____

Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Your Tax Dollars at Work
Hidalgo County Pct 4

Joseph Palacios., Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Hoehn Drive Subdivision Paving Project

Hidalgo County Commissioner's Court

Ramon Garcia	–	County Judge
A.C. Cuellar, Jr	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: _____ Project Engineer: Quintanilla, Headley & Associates, Inc.

October 3, 2008

RE:
ADDENDUM NO.1
FOR BID No.: CAP-08-XXX-XX-XX-LRM
"ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE SUBDIVISON FOR HIDALGO COUNTY PRECINCT FOUR"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 3** in connection with **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4"** -request for bids for **"ROAD & DRAINAGE CONSTRUCTION OF RENA RAE".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 4 - ROAD & DRAINAGE CONSTRUCTION OF RENA RAE ".**

Thank you for your prompt attention to this matter.

BY:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/lrm

SAMPLE

ADDENDUM NO. 1

October 3, 2008

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE"
BID NO.: CAP-08-XXX-XX-XX-LRM
Bid Opening Date: October 12, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, October 12, 2008.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

_____ _____
Printed Bidder Name Date

SAMPLE

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Hoehn Subdivision Concrete Spillways

From : Agapito Vargas <agapito.vargas@co.hidalgo.tx.us> Fri, Jul 19, 2013 01:00 PM

Subject : RE: Hoehn Subdivision Concrete Spillways

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Cc : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>, 'Marcos Lopez' <marcos.lopez@co.hidalgo.tx.us>, 'Steven steven.cruz' <steven.cruz@co.hidalgo.tx.us>, 'Roman Rodriguez' <roman.rodriguez@co.hidalgo.tx.us>, 'John Paul Lugo' <johnpaul.lugo@co.hidalgo.tx.us>, 'Marcie Jackson' <marcie.jackson@co.hidalgo.tx.us>

Yvette, please place the following item on CC agenda for Tuesday 30th July 2013:

Approval to advertise, 3rd Call Border Colonias Projects for Precinct 4: Hoehn Subdivision (CSJ: 3C1080752);
Project Engineer: Quintanilla Headley and Associates, Inc.
Account: 1-1312-431-00-124-752-0-731 & 733

Advertisement will be for the construction of concrete spillways.
Again have a great weekend.

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

P Please refrain from printing this email unless completely necessary. Go Green!

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, July 18, 2013 1:25 PM
To: Agapito Vargas
Subject: Re: Hoehn Subdivision Concrete Spillways

yes please

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Agapito Vargas" <agapito.vargas@co.hidalgo.tx.us>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Lalo Ramirez" <lalor@qhaengineering.com>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>
Sent: Thursday, July 18, 2013 1:04:06 PM
Subject: RE: Hoehn Subdivision Concrete Spillways

Yvette, do you need a request from to place the item on the agenda.

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

P Please refrain from printing this email unless completely necessary. Go Green!

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, July 17, 2013 3:41 PM
To: Maria Lucio
Cc: Lalo Ramirez; agapito vargas; Roman Rodriguez
Subject: Re: Hoehn Subdivision Concrete Spillways

Hello Ms Lulu,

I received the bid book and plans today. I am submitting an agenda item to get authority to advertise. As soon as i get the dates, I will let you know.

Thank you,

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Cc: "Lalo Ramirez" <lalor@qhaengineering.com>, "agapito vargas" <agapito.vargas@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>
Sent: Wednesday, July 17, 2013 3:10:56 PM

Subject: Re: Hoehn Subdivision Concrete Spillways

Good Afternoon Yvette,

Was following up with this request, have you received the bid book and plans? If you could let me know I would really appreciate it, thank you have a great afternoon!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
To: "Lalo Ramirez" <lalor@qhaengineering.com>
Cc: "agapito vargas" <agapito.vargas@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>
Sent: Tuesday, July 9, 2013 3:55:34 PM
Subject: Hoehn Subdivision Concrete Spillways

Good afternoon Lalo,

Please proceed with preparing to go out for bids for (BCAP) Hoehn Subdivision Concrete Spillways.

I will need the bid book and plans in order to ask for authority to advertise from cc.

Please call me if you have any or concerns.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-39825 **Purchasing Department 12. H.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Request for Payment Application No. 8 in the amount of $47,183.44 as submitted by Holchemont, LTD., awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified for by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after Count 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:

PO# 680750 available balance as of 7-24-13 $94,296.33

Attachments

Pay App #8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:21 PM
Budget & Management	Obdett Calzada	07/24/2013 04:01 PM
Manuel Chapa	Manuel Chapa	07/24/2013 04:49 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Vangie Garcia Started On: 07/23/2013 01:37 PM

Final Approval Date: 07/25/2013

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. Eight

Date Submitted: 7/3/13

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: 7/15/13

Acknowledge Receipt – Purchasing Dept. — Date: 7/16/13

Facilities Management Dept. — Date

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT I
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 08

PERIOD TO: June 30, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

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)			$ 727,068.31
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$	36,353.43	
b. 0 % of Stored Material (Column F on G703)	$	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 36,353.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 690,714.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 643,531.44
8. CURRENT PAYMENT DUE			$ 47,183.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 80,982.98

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: 07/16/13

State of: TEXAS County of: HIDALGO

Subscribed and sworn to before me this 2nd day of July 2013

Notary Public: Lori Ann Hernandez

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.

GOOD SERVICES RECEIVED B
Daniel Ilse ON _____

AMOUNT CERTIFIED ..... $ 47,183.44

INVOICE RECEIVED BY:
Irene Cantu ON 7-16-13

(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: George A Garcia Date: 7-16-13

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.

HIDÁLGO 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:		8	
Contractor's signed certification is attached.						APPLICATION DATE:		30-Jun-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		30-Jun-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	$37,533.45	$2,207.85		$39,741.30	90.00%	$4,415.70	$1,987.07
5	General Conditions	$57,578.14	$57,578.14	$0.00		$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	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
26	Finish Hardware	$10,967.00	$10,967.00	$0.00		$10,967.00	100.00%	$0.00	$548.35
27	Finish Hardware Labor	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
28	Overhead Doors Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
29	Overhead Doors Labor	$1,167.00	$1,167.00	$0.00		$1,167.00	100.00%	$0.00	$58.35
30	Glass & Glazing Materials	$2,000.00		$2,000.00		$2,000.00	100.00%	$0.00	$100.00
31	Glass & Glazing Labor	$1,656.00		$1,656.00		$1,656.00	100.00%	$0.00	$82.80

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:		8	
Contractor's signed certification is attached.						APPLICATION DATE:		30-Jun-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		30-Jun-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	$0.00	$20,000.00	100.00%	$0.00	$1,000.00
33	Tile Flooring Labor	$9,978.00	$9,978.00	$0.00		$9,978.00	100.00%	$0.00	$498.90
34	Tape & Float Materials	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
35	Tape & Float Labor	$3,500.00	$1,000.00	$2,500.00		$3,500.00	100.00%	$0.00	$175.00
36	Painting Materials	$3,500.00		$3,500.00		$3,500.00	100.00%	$0.00	$175.00
37	Painting Labor	$4,085.00		$2,859.50		$2,859.50	70.00%	$1,225.50	$142.98
38	Millwork Materials	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
39	Millwork Labor	$2,508.00	$1,500.00	$1,008.00		$2,508.00	100.00%	$0.00	$125.40
40	Gyp Assemblies Materials	$15,685.00	$15,685.00	$0.00		$15,685.00	100.00%	$0.00	$784.25
41	Gyp Assemblies Labor	$14,302.00	$14,302.00	$0.00		$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		$1,500.00		$1,500.00	100.00%	$0.00	$75.00
44	Fence & Gates Labor	$590.00		$590.00		$590.00	100.00%	$0.00	$29.50
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		$800.00		$800.00	100.00%	$0.00	$40.00
47	Wet Fire Sprinkler Materials	$12,000.00	$12,000.00	$0.00		$12,000.00	100.00%	$0.00	$600.00
48	Wet Fire Sprinkler Labor	$6,284.00	$6,284.00	$0.00		$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	$6,722.00		$33,532.00	100.00%	$0.00	$1,676.60
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	$1,000.00		$16,000.00	100.00%	$0.00	$800.00
56	Plumbing Fixutres	$5,500.00		$5,500.00		$5,500.00	100.00%	$0.00	$275.00
57	Electrical Materials	$63,566.00	$63,566.00	$0.00	$0.00	$63,566.00	100.00%	$0.00	$3,178.30
58	Generator	$42,202.00	$42,202.00	$0.00		$42,202.00	100.00%	$0.00	$2,110.10
59	Electrical Labor	$31,943.00	$31,943.00	$0.00		$31,943.00	100.00%	$0.00	$1,597.15
60	Fire Alarm	$15,000.00	$12,750.00	$1,445.00		$14,195.00	94.63%	$805.00	$709.75
61	Security Alarm	$7,500.00	$4,500.00	$0.00		$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	
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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	$3,500.00		$12,500.00	69.44%	$5,500.00	$625.00
64	Building Signage	$3,095.00	$0.00	$0.00		$0.00	0.00%	$3,095.00	$0.00
65	Building Signage Labor	$1,000.00	$0.00	$0.00		$0.00	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	$22,894.97	$12,878.43		$35,773.40	75.00%	$11,924.46	$1,788.67
	GRAND TOTALS	$771,697.86	$677,401.53	$49,666.78	$0.00	$727,068.31	94.22%	$44,629.55	$36,353.43

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 $ 47,183.44 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: July 2, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 2nd day of July, 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

Contractor's Certification for Payment Application 8

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: July 2, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 2nd day of July, 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-39830 **Purchasing Department 12. I.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: E. Olivarez-Dir. HCDHHS Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National Cine Media for the Hidalgo County Health & Human Services Department for On Screen Regional Segment Advertisement from 8/2/2013 - 8/29/2013 through the following requisition #240482 in the total amount of $7,132.00 (3-1293-441-00-340-012-3-540).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-012-3-540

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

BUDGETARY IMPACT:

Available funds as of 07/24/13 (REQ# 240482).

Attachments

Requisition

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:25 PM
Budget & Management	Obdett Calzada	07/24/2013 04:01 PM
Olga Garza	Olga Garza	07/24/2013 05:09 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Matilde Faz Started On: 07/23/2013 03:34 PM

Final Approval Date: 07/25/2013

Requisition

Req # 00240482

PO #

Date: 07/22/13

Consent
#39830
7/30/13

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ON SCREEN ADVERTISING-JOB NUMBR 199425 DO NOT DUPLICATE ORDER		
1.00	EACH	OM ON SCREEN REGIONAL PREMIUM, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION:MAIN PLACE 6 SCRRENS X $25.00 = $150.00 X 4 WEEKS = $600.00	600.00	600.00
1.00	EACH	OM ON SCREEN REGIONAL PREMIUM, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION:MOVIE 10 10 SCRRENS X $30.00 = 3000.00 X 4 WEEKS = $1200.00	1,200.00	1,200.00
1.00	EACH	OM ON SCREEN REGIONAL PREMIUM, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION:MOVIES 17 17 SCRRENS X $30.00 = $510.00 X 4 WEEKS = $2040.00	2,040.00	2,040.00
1.00	EACH	OM ON SCREEN REGIONAL PREMIUM, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIE 8 8 SCRRENS X $25.00 = $200.00 X 4 WEEKS = $800.00	800.00	800.00
1.00	EACH	OM ON SCREEN REGIONAL PREMIUM, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: TINSELTOWN MISSION 17 SCRRENS X $30.00 = $510.00 X 4 WEEKS = $2040.00	2,040.00	2,040.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 2, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIES 10 10 SCRRENS X $1.00 = $10.00 X 4 WEEKS = $40.00	40.00	40.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 2, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIES 17 17 SCRRENS X $1.00 = $17.00 X 4 WEEKS = $68.00	68.00	68.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 2, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIE 8 8 SCRRENS X $1.00 = $8.00 X 4 WEEKS = $32.00	32.00	32.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 2, DURATION 00:30 DATES: AUGUST 2-29, 2013	68.00	68.00

Authorized By: _____

Requisition

Req # 00240482

PO #

Date: 07/22/13

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LOCATION: TINSELTOWN MISSION 17 SCRRENS X $1.00 = $17.00 X 4 WEEKS = $68.00		
1.00	EACH	OM LEN REGIONAL LEN DURATION: 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MIAN PLACE $5.00 PER WEEK X 4 WEEKS = $20.00	20.00	20.00
1.00	EACH	OM LEN REGIONAL LEN DURATION: 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIES 10 $15.00 PER WEEK X 4 WEEKS = $60.00	60.00	60.00
1.00	EACH	OM LEN REGIONAL LEN DURATION: 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIES 17 $15.00 PER WEEK X 4 WEEKS = $60.00	60.00	60.00
1.00	EACH	OM LEN REGIONAL LEN DURATION: 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MOVIES 8 $5.00 PER WEEK X 4 WEEKS = $20.00	20.00	20.00
1.00	EACH	OM LEN REGIONAL LEN DURATION: 00:30 DATES: AUGUST 2-29, 2013 LOCATION: TINSELTOWN MISSION $15.00 PER WEEK X 4 WEEKS = $60.00	60.00	60.00
1.00	EACH	OM (**# 6 ON QUOTE) ON SCREEN REGIONAL SEGMENT 2, DURATION 00:30 DATES: AUGUST 2-29, 2013 LOCATION: MAIN PALCE 6 SCREENS X $1.00 = $6.00 X 4 WEEKS = $40.00	24.00	24.00
		Account No	Encumbrance	
		3-1293-441-00-340-012-3-540	7,132.00	
			Freight	.00
		" FOR IMMUNIZATION ADVERTISING: PERTUSSIS, WHOOPING COUGH"	Total	7,132.00

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: _____

In-Theatre Advertising Proposal
Prepared for Hidalgo Health Department
Created for Delia Garza

On Screen Advertising

MEDIA NETWORKS

July 16, 2013

Created by Connie Franco
Email: Connie.Franco@ncm.com
Phone: +1 (956) 318-0810
Fax: (956) 380-0885

Reg# 240482

Regional Insertion Order Agreement

7/16/2013

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information	**Billing Information**	**Account Director: Connie Franco**
Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com Order #: 297255.1 Proposal Type : New Contract Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
8/2/2013	8/29/2013	On Screen Regional Premium 00:30	00:30	Best Available	199425	CNK114	Main Place	TX	6	4	$25.00	$600.00
8/2/2013	8/29/2013	On Screen Regional Premium 00:30	00:30	Best Available	199425	CNK212	Movies 10	TX	10	4	$30.00	$1,200.00
8/2/2013	8/29/2013	On Screen Regional Premium 00:30	00:30	Best Available	199425	CNK093	Movies 17	TX	17	4	$30.00	$2,040.00
8/2/2013	8/29/2013	On Screen Regional Premium 00:30	00:30	Best Available	199425	CNK108	Movies 8	TX	8	4	$25.00	$800.00
8/2/2013	8/29/2013	On Screen Regional Premium 00:30	00:30	Best Available	199425	CNK261	Tinseltown Mission	TX	17	4	$30.00	$2,040.00
8/2/2013	8/29/2013	On Screen Regional Segment 2 00:30	00:30	Best Available	199425	CNK114	Main Place	TX	6	4	$1.00	$24.00
8/2/2013	8/29/2013	On Screen Regional Segment 2 00:30	00:30	Best Available	199425	CNK212	Movies 10	TX	10	4	$1.00	$40.00
8/2/2013	8/29/2013	On Screen Regional Segment 2 00:30	00:30	Best Available	199425	CNK093	Movies 17	TX	17	4	$1.00	$68.00
8/2/2013	8/29/2013	On Screen Regional Segment 2 00:30	00:30	Best Available	199425	CNK108	Movies 8	TX	8	4	$1.00	$32.00
8/2/2013	8/29/2013	On Screen Regional Segment 2 00:30	00:30	Best Available	199425	CNK261	Tinseltown Mission	TX	17	4	$1.00	$68.00
8/2/2013	8/29/2013	LEN Regional LEN 00:30*	00:30	Best Available	199425	CNK114	Main Place	TX	6	4	$5.00	$20.00
8/2/2013	8/29/2013	LEN Regional LEN 00:30*	00:30	Best Available	199425	CNK212	Movies 10	TX	10	4	$15.00	$60.00
8/2/2013	8/29/2013	LEN Regional LEN 00:30*	00:30	Best Available	199425	CNK093	Movies 17	TX	17	4	$15.00	$60.00
8/2/2013	8/29/2013	LEN Regional LEN 00:30*	00:30	Best Available	199425	CNK108	Movies 8	TX	8	4	$5.00	$20.00
8/2/2013	8/29/2013	LEN Regional LEN 00:30*	00:30	Best Available	199425	CNK261	Tinseltown Mission	TX	17	4	$15.00	$60.00
									174			

ncm MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

7/16/2013

Payment Method:		Comments & Special Instructions:
___X__ Check	_____ Pay in Full	Existing Ad for all theaters- Pertussis awareness Job#199425; Added Value and Discount applied- non profit
_____ Credit Card	___X__ Monthly	
_____ Purchase Order	_____ NET 30	
PO Number:		

Total Media	**$7,132**
Media Services	**$0**
Creative Services	**$0**
Other Services	**$0**
Fulfillment/Staffing Fees	**$0**
Total Due	**$7,132**

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

*** Lobby Entertainment Network**

This contract includes Regional Premium advertising

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Hon. Ramon Garcia / County Judge — 7/30/13

Advertiser Name/Title: **Date:**

[redacted] National CineMedia, LLC: [signature] * Date: 7/18/13

* Pending creative approval and client signature of Van I.O.

Job Number(s): 199425

Contract Number: 297255.1

A	B	C	Accounting/Finance Contract Approval Initial Date 7/11/13	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

ncm MEDIA NETWORKS

Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "**Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo it other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or

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agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. **Disclaimer and Limitation of Liability.** NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Indemnification.** Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense. "To the extend provided for under the Constitution and Laws of the State of Texas."

11. **Termination and Remedies.** NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. **Cancellation.** Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. **Insurance.** Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. **Additional Terms.** Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Creative Production Order Form

Job #: 199425

Estimated Start Date: 8/2/2013

Advertiser Information	**Billing Information**	**Account Director: Connie Franco**
Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com

Creative Description:

Product:
On Screen Regional Premium 00:30, On Screen Regional Segment 2 00:30, LEN Regional LEN 00:30

Notes / Special Instructions:

Related Job Numbers:

Media Services:

Description	Fee
Media Fee:	$0.00
Sub Total:	**$0.00**

Creative Services:

Description	Fee
Sub Total:	**$0.00**

Grand Total: $0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Theatres/ Zip Codes For This Job:	CNK114 Main Place	MCALLEN, TX
	CNK212 Movies 10	WESLACO, TX
	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX
	CNK114 Main Place	MCALLEN, TX

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	CNK212 Movies 10	WESLACO, TX
	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX
	CNK114 Main Place	MCALLEN, TX
	CNK212 Movies 10	WESLACO, TX
	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX

Hidalgo County Health & Human Services Department 2

7/16/2013 Displayed by Theatre/Zip Code

On Screen Regional Premium 00:30 Custom 8 - 2013 8/2/2013 - 8/29/2013 (4 weeks)

Code	Theatre	Location	Job #	# of Screens	# of Spots	Projected Impressions	Net Rate	Net Media
CNK114	Main Place	MCALLEN, TX	199425	6	672	31,698	$25.00	$600.00
CNK212	Movies 10	WESLACO, TX	199425	10	1,120	30,647	$30.00	$1,200.00
CNK093	Movies 17	MCALLEN, TX	199425	17	1,904	50,853	$30.00	$2,040.00
CNK108	Movies 8	PHARR, TX	199425	8	896	32,119	$25.00	$800.00
CNK261	Tinseltown Mission	MISSION, TX	199425	17	1,904	69,810	$30.00	$2,040.00
	5			58		215,127		$6,680.00

On Screen Regional Segment 2 00:30 Custom 8 - 2013 8/2/2013 - 8/29/2013 (4 weeks)

Code	Theatre	Location	Job #	# of Screens	# of Spots	Projected Impressions	Net Rate	Net Media
CNK114	Main Place	MCALLEN, TX	199425	6	672	31,698	$1.00	$24.00
CNK212	Movies 10	WESLACO, TX	199425	10	1,120	30,647	$1.00	$40.00
CNK093	Movies 17	MCALLEN, TX	199425	17	1,904	50,853	$1.00	$68.00
CNK108	Movies 8	PHARR, TX	199425	8	896	32,119	$1.00	$32.00
CNK261	Tinseltown Mission	MISSION, TX	199425	17	1,904	69,810	$1.00	$68.00
	5			58		215,127		$232.00

LEN Regional LEN 00:30* Custom 8 - 2013 8/2/2013 - 8/29/2013 (4 weeks)

Code	Theatre	Location	Job #	# of Screens	# of Spots	Projected Impressions	Net Rate	Net Media
CNK114	Main Place	MCALLEN, TX	199425	6		31,698	$5.00	$20.00
CNK212	Movies 10	WESLACO, TX	199425	10		30,647	$15.00	$60.00
CNK093	Movies 17	MCALLEN, TX	199425	17		50,853	$15.00	$60.00
CNK108	Movies 8	PHARR, TX	199425	8		32,119	$5.00	$20.00
CNK261	Tinseltown Mission	MISSION, TX	199425	17		69,810	$15.00	$60.00
	5			58		215,127		$220.00

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Hidalgo County Health & Human Services Department 2

7/16/2013 Displayed by Theatre/Zip Code

Program Totals

Total Net Media:	**$7,132**
Media Services:	**$0**
Creative Services:	**$0**
Fulfillment/Staffing Fees:	**$0**
Net Total:	**$7,132**

* Lobby Entertainment Network

All inventory is subject to availability at the time of order

All LEN creative must be G rated and appropriate for all audiences

All orders are firm and non cancelable

Final screen counts and theatre designations are not guaranteed and are subject to change

Prices are based on a per screen basis, therefore attendance is NOT guaranteed

Regional inventory runs in all ratings unless otherwise noted

Since local inventory varies by theater, specific positioning within the show is not guaranteed

This contract includes Regional Premium advertising

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AI-39798 **Purchasing Department 12. J.**

CC CONSENT

Meeting Date: 07/30/2013

Submitted For: Comm. AC Cuellar-Pct. #1 Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Precinct No. 1-Aggregate Limestone Grade 4 Type A" Bid No. 2013-233-SMA, including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1. Draft Contract Document was reviewed and approved as to form by legal counsel on 07/19/13
2. Proposed Schedule of Events:

1st Advertisement: August 03, 2013
2nd Advertisement: August 10, 2013
Bid Opening Date: August 21, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available funds as of 07/24/13.

Attachments

depts approval, draft requiremenets, draft specs,

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2013 03:19 PM
Budget & Management	Obdett Calzada	07/24/2013 04:00 PM
Olga Garza	Olga Garza	07/24/2013 05:05 PM
Auditor's Office	Monica Badillo	07/25/2013 03:07 PM

Form Started By: Sandra Montalvo Started On: 07/19/2013 11:31 AM

Final Approval Date: 07/25/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: Hon. A. C. Cuellar, Commissioner
Hidalgo County Precinct No. 1

ATTN: Raul Lozano, Chief Administrator
Katia Garcia, Executive Assistant **via email:** katia.garcia@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 18, 2013

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2013-233-00-00-SMA***
Hidalgo County Precinct No. 1-AGGREGATE LIMESTONE GRADE 4-TYPE A

Please review the following CURRENT **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ✓ YES/_____ NO/_____

Other (Specify) _____

Budget Account No.: 3-1200-431-00-21-005-0-673

Raul Lozano Pct. 1 7/18/13

SIGNATURE *PRINTED NAME* *DEPARTMENT* *DATE*

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, July 22 , 2013 @ 10:00 a.M.

Enclosures

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Aggregate Limestone Grade 4-Type A"

BID NO.: 2013-233-00-00-SMA

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of Aggregate Limestone Grade 4-Type A (material). The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct No. 1- hauling forces along with awarded vendor when required and/or on "as needed basis" for delivery of product.

OPITION 2 – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions.

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. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

4) **H**idalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

5) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

6) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

7) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

DRAFT

8) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9) It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

10) Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

11) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

12) Hidalgo County reserves the right to seek purchases for "**Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

13) 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.

14) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

15) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

16) The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

17) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

18) All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

DRAFT

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. 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.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. 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.

4) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, AUGUST, 2013, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. Friday, AUGUST , 2013.**

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Bid No: 2013-233-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4 -Type A"

BID OPENING DATE: 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2013-233-00-00-SMA-** ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, 00, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2013-233-00-00-SMA-*Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation- ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 -Type A*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**, 2013**
Award of Contract	2013
Commence Work or Deliver Products	2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
Hidalgo County Precinct No. 1
Aggregate Limestone Grade 4-Type A

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

REQUIREMENTS AGREEMENT
C-13-233-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ _____day of _____, **2013** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 1** for the **"Aggregate Limestone Grade 4"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 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

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specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been

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theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary

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laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo

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County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

_____
Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: AGGREGATE LIMESTONE GRADE 4-Type A-Precinct One

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Jul 19, 2013 02:41 PM
Subject : Re: AGGREGATE LIMESTONE GRADE 4-Type A-Precinct One
To : Steve Crain <scrain@atlashall.com>
Cc : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Thanks and we will await Ms. Goetz' response.
Have a good weekend,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, July 19, 2013 2:09:59 PM
Subject: RE: AGGREGATE LIMESTONE GRADE 4-Type A-Precinct One

The draft aggregate limestone contract is fine. Deborah Goetz is working on the AIA contract amendment.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 19, 2013 1:41 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: AGGREGATE LIMESTONE GRADE 4-Type A-Precinct One

Mr. Crain:
Please review and comment as to form. In addition, I have attached a recent request for review and comment in connection with an AIA amendment with Alcocer-Garcia. I cannot find your response. Re-send if possible as I cannot locate.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "sandra montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent: Friday, July 19, 2013 10:17:33 AM
Subject: Fwd: Fwd: AGGREGATE LIMESTONE GRADE 4-Type A-Precinct One

Marty:
Attached for legal's review for approval as to form is a draft requirements contract for "Aggregate Limestone Grade 4-Type A" for Precinct One.
Thank you
----- Forwarded Message -----
From: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>