AI-40072 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-121-461-0-339

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:10 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Marcie Jackson Started On: 08/06/2013 04:33 PM

Final Approval Date: 08/09/2013

DATE: August 6, 2013

2013
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 3-1312-431-00-121-461-0-339

AI-40072 8/13/13

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	MID-VALLEY ESTATES-OTHER PROF SRV	733	MID-VALLEY ESTATES-DRAINAGE DITCHES	$ 1,163.09

AI-40020 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Adm. (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/09/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 11:27 AM
Auditor's Office	Obdett Calzada	08/07/2013 04:32 PM
Auditor's Office	Obdett Calzada	08/09/2013 02:55 PM

Form Started By: Angela Garcia Started On: 08/02/2013 11:20 AM

Final Approval Date: 08/09/2013

INTRADEPARTMENTAL TRANSFER

DATE: August 2, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 ADM.

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	
432	Equip. & Veh. R&M Serv.	664	Other Minor Equipment	$300.00
743	Office Furn. & Equip.	667	Minor Software	200.00
743	Office Furn. & Equip.	748	Other equipment	700.00
745	Computer Equip.	665	Minor computer equipment	500.00
			TOTAL	$1,700.00

REASON: purchase small refrigerator, software, floor buffing machine and toner cartridges

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40124 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-122-001-0-739

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

BUDGETARY IMPACT:

AVAILABLE FUNDING AS OF 08/08/13 $21,112.86

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 11:20 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Angela Garcia Started On: 08/09/2013 10:50 AM

Final Approval Date: 08/09/2013

INTRADEPARTMENTAL TRANSFER

DATE: August 9, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 Sanitation

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	
739	Other Structures	672	R&M Supplies-equipment & vehicles	$10,000.00
			TOTAL	$10,000.00

REASON: purchase transmission for unit sanitation dept.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40091 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-122-001-611

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

BUDGETARY IMPACT:

Funding Available as of 8/7/2013

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:11 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Carlos Jasso Started On: 08/07/2013 03:02 PM

Final Approval Date: 08/09/2013

DATE: August 7, 2013

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2

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

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

2013
Intradepartmental Transfer

AI 40091

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
611	Police Supplies	672	Equipment & Veh R&M Supplies	4,500.00
			TOTAL	4,500.00

REASON:
To cover expenses for Equipment and Vehicle R&M supplies.

DEPARTMENT HEAD SIGNATURE

__/__/__
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40125 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 CRC S. Tower (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-082-0-431

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

BUDGETARY IMPACT:

available funding as of 08/09/13 - $1,804.73

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 11:20 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Angela Garcia Started On: 08/09/2013 10:55 AM

Final Approval Date: 08/09/2013

INTRADEPARTMENTAL TRANSFER

DATE: August 9, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: PCT. 2 CRC S. TOWER

ACCOUNT NUMBER: 3-1100-466-00-122-082-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	
431	BLDG & OTHER STRUC. R & M	780	CAPITAL LEASES	$560.00
			TOTAL	$560.00

REASON: FUNDING FOR COPIER LEASE THRU OCT.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40034 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 ADM (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-005-0-601

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

BUDGETARY IMPACT:

601 --> 550 $300.00

601 --> 535 $500.00

Funds available as of 08/09/13

Attachments

Pct 4 Adm LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 11:12 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Veronica Lopez Started On: 08/05/2013 10:44 AM

Final Approval Date: 08/09/2013

DATE: August 12, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
ADM

ACCOUNT NUMBER: 3-1200-431-00-124-005-0-XXX

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

2013
Intradepartmental Transfer

AI- 40034

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	Pct4 ADM- Office & Computer Suppl	550	Pct4 ADM- Printing & Binding	$300.00
601	Pct4 ADM- Office & Computer Suppl	535	Pct4 ADM- Postage	$500.00
			TOTAL	$800.00

REASON:
Transfer needed to fund 2013 expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40120 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-125-028-0-113

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

BUDGETARY IMPACT:

Funds available as of 8/9/13

Attachments

salary sweep

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 03:45 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Erika Zamora Started On: 08/09/2013 08:36 AM

Final Approval Date: 08/09/2013

Hidalgo County

Border Colonia Access Program

Salary Analysis

BCAP (3-1200-431-00-125-028-0-113)

Object Code	Acct Description	2013 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Lapsed
113	Regular Full-Time	117,840.00	4,532.31	11.20	50,761.85	78,017.30	27,255.45
					Total Lapsed		**27,255.45**

DATE: August 13, 2013

2013
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

ACCOUNT NUMBER: 3-1200-431-00-125-028-0-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
113	Reg F/T Employees	890	Other	27,200.00
			TOTAL	27,200.00

REASON:
To fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39947 **2013 Intradept. (line item)Transfers 2. H.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/2/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:03 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mike Escaname Started On: 07/30/2013 08:46 AM

Final Approval Date: 08/09/2013

Date: July 30, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1100-441-00-340-003-0-619	HEALTH CLINICS-OTHER MISC SUPPLIES	3-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	$ 600.00
			Amount	$ 600.00

Revenue Account
Amount Requested: $ 600.00

Reason: Funds need to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39933 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/2/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:49 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mike Escaname Started On: 07/29/2013 11:52 AM

Final Approval Date: 08/09/2013

Date: July 29, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-012-3-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	$ 1,500.00
3-1293-441-00-340-012-3-550	IMM DIV LOCAL-PRINTING & BINDING	3-1293-441-00-340-012-3-603	IMM DIV LOCAL-EDUCATION/INSTRUCTION SUPP	$ 2,000.00
3-1293-441-00-340-012-3-320	IMM DIV LOCAL-PROFESSIONAL SERVICES	3-1293-441-00-340-012-3-603	IMM DIV LOCAL-EDUCATION/INSTRUCTION SUPP	$ 2,209.00
			Amount	$ 5,709.00

Revenue Account
Amount Requested: $ 5,709.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39910 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 08/13/2013

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:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:46 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mike Escaname Started On: 07/25/2013 04:19 PM

Final Approval Date: 08/09/2013

Date: July 25, 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
3-1293-441-00-340-008-3-607	T.B. CONTROL-HOUSEHOLD & JANITORIAL SUPP	3-1293-441-00-340-008-3-604	T.B. CONTROL-MEDICAL & LAB SUPPL	$ 1,980.99
3-1293-441-00-340-008-3-665	T.B. CONTROL-MINOR COMPUTER EQUIPMENT	3-1293-441-00-340-008-3-604	T.B. CONTROL-MEDICAL & LAB SUPPL	$ 603.70
3-1293-441-00-340-008-3-583	T.B. CONTROL-TRAVEL OUT OF COUNTY	3-1293-441-00-340-008-3-601	T.B. CONTROL-OFFICE & COMPUTER SUPPLIES	$ 3,895.29
			Amount	$ 6,479.98

Revenue Account
Amount Requested: $ 6,479.98

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39909 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-011-3-xxx

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

BUDGETARY IMPACT:

Funding available as of 7/31/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:46 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mike Escaname Started On: 07/25/2013 03:39 PM

Final Approval Date: 08/09/2013

Date: July 25, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-011-3-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-011-3-583	TDH T.B.ELIM-TRAVEL OUT OF COUNTY	3-1293-441-00-340-011-3-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL	$ 4,000.00
3-1293-441-00-340-011-3-550	TDH T.B.ELIM-PRINTING & BINDING	3-1293-441-00-340-011-3-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 2,000.00
3-1293-441-00-340-011-3-607	TDH T.B.ELIM-HOUSEHOLD & JANITORIAL SUPP	3-1293-441-00-340-011-3-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 1,000.00
3-1293-441-00-340-011-3-743	TDH T.B.ELIM-OFFICE FURN & EQUIP	3-1293-441-00-340-011-3-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 153.05
3-1293-441-00-340-011-3-583	TDH T.B.ELIM-TRAVEL OUT OF COUNTY	3-1293-441-00-340-011-3-601	TDH T.B.ELIM-OFFICE & COMPU SUPPL	$ 147.29
			Amount	$ 7,300.34

Revenue Account
Amount Requested: $ 7,300.34

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39904 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: J.P. PCT. 2 PL. 1 Submitted By: Janie Alejos, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - J.P. Pct. 2 Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-063-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 08/01/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 03:48 PM
Ana Galvan	Obdett Calzada	08/01/2013 10:47 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Janie Alejos Started On: 07/25/2013 02:32 PM

Final Approval Date: 08/09/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: 07/25/13

DEPARTMENT HEAD: BOBBY CONTRERAS

DEPARTMENT NAME: J.P., PCT. 2, PL. 1

ACCOUNT NUMBER: 3-1100-412-00-063-001-0

CONTACT PERSON: OFELIA ORTIZ FLORES PHONE: 784-3540

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	2,800.00
			TOTAL	$2,800.00

REASON: NOT ENOUGH MONIES IN THIS OBJECT CODE AND NEED TO ORDER SUPPLIES

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

7/25/2013
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39964 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 08/13/2013

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?: n

BUDGETARY IMPACT:

Funding available as of 7/31/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:16 PM
Ana Galvan	Ana Galvan	08/01/2013 03:59 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Janie Alejos Started On: 07/31/2013 08:24 AM

Final Approval Date: 08/09/2013

DATE: July 30, 2013

DEPARTMENT HEAD: Judge Homero Garza

DEPARTMENT NAME: Probate Court

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	Other	->	3-1100-412-00-023 001-0-601	Office/Comp. Supplies	2,000.00
3-1100-412-00-023 001-0-890	Other	->	3-1100-412-00-023 001-0-550	Printing + Binding	1,000.00
3-1100-412-00-023 001-0-890	Other	->	3-1100-412-00-023 001-0-583	Out of City Travel	3,000.00
					6,000.00

REASON: Purchase office supplies
Travel for Judge conference in San Antonio TX.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39907 **2013 Intradept. (line item)Transfers 2. N.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - Justice Crt Tech (1242)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/31/13.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:45 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Edna Kirby Started On: 07/25/2013 03:08 PM

Final Approval Date: 08/09/2013

DATE: August 13, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
534	Justice Crt Tech-Internet	342	Justice Crt Tech-Info & Credit Services	$4,500.00
			TOTAL	$4,500.00

REASON: **Tranfer monies to cover expenses for Sept 2013-Dec 2013 for Lexis Nexis**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39922 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/2/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:48 PM
Purchasing Department	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Eric Pacheco Started On: 07/26/2013 02:59 PM

Final Approval Date: 08/09/2013

DATE: July 26, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	601	OFFICE AND COMPUTER SUPPLIES	$ 1,000.00
			TOTAL	$ 1,000.00

REASON: FUNDS NEEDED TO COVER OFFICE SUPPLIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39917 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 8/2/13.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:48 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Edna Kirby Started On: 07/26/2013 09:25 AM

Final Approval Date: 08/09/2013

DATE: August 13, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	IT COUNTYWIDE-BLDG&OTHR STRUC R&M SRV	432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	$943.66
			TOTAL	$943.66

REASON: **Cover expenses for Canon Soultions America Sept-Dec 2013**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39954 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Emilia Uriegas,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (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?: n

BUDGETARY IMPACT:

Funds are available as of 08/5/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/30/2013 11:39 AM
Budget & Management	Obdett Calzada	07/31/2013 04:06 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Emilia Uriegas Started On: 07/30/2013 11:21 AM

Final Approval Date: 08/09/2013

DATE: July 29, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Jail

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-665	Minor Computer Equipment	→	3-1100-423-21-280-002-0-431	Repair & Maintenance Services Buildings & Other Structures	900.00
		→			
		→			
		→			
		→			
		→			
					$900.00

REASON: To provide funding under appropriate object code for expenses relating to Sheriff's Substation East Side (Weslaco).

DEPARTMENT HEAD SIGNATURE

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

AI-39925 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/2/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/29/2013 02:49 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Nielda Cavazos Started On: 07/26/2013 03:56 PM

Final Approval Date: 08/09/2013

DATE: July 26, 2013

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 3-1100-415-18-160-001-0-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
584	Registration Fees	432	Equip & Vehicle R & M services	**$400.00**
			TOTAL	**$400.00**

REASON: **need to fix F 150**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39980 **2013 Intradept. (line item)Transfers 2. S.**

CC CONSENT

Meeting Date: 08/13/2013

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 8/9/13.

Attachments

LIne Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/31/2013 12:59 PM
Budget & Management	Obdett Calzada	08/07/2013 04:09 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Myra Montoya Started On: 07/31/2013 12:49 PM

Final Approval Date: 08/09/2013

DATE: 8/12/2013

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-	582- TRANSPORTATION OF DETAINEES	→	3-1100-421-00-280-001-0-	748-OTHER EQUIPMENT	$451.00
3-1100-421-00-280-001-0-	432- REPAIR & MAINTENANCE SERVICES-EQUIPMENT & VEHICLES	→	3-1100-421-00-280-001-0-	346- HAULING & FREIGHT SERVICES	$2,500.00
	T O T A L				**$2,951.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF LOCKABLE WEAPONS RACK AND TO COVER COSTS FOR WRECKER SERVICES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-40044 **2013 Intradept. (line item)Transfers 2. T.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Constable Celestino Avila Jr

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2013 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-291-001-0-432

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

BUDGETARY IMPACT:

Funds available as of 8/6/13.

Attachments

line item form travel2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/06/2013 01:29 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Joe Espinoza Started On: 08/05/2013 05:08 PM

Final Approval Date: 08/09/2013

DATE: May 21, 2013

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***3-1100-421-00-291-001-0-xxx***

Contact Person: Joe F. Espinosa Ph# 956-447-3775

SUBJECT: 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:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
432	Equipment &vehicle R&M	→	583	Travel out of County	$1520.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$1520.00**

REASON(s): To cover out of county travel expenses for mandatory training in October 2013.

.

Joe F. Espinosa Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-39953 **2013 Intradept. (line item)Transfers 2. U.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Celestino Avila Jr Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2013 - Constable Pct .1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-291-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 8/5/13.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:06 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Joe Espinoza Started On: 07/30/2013 11:00 AM

Final Approval Date: 08/09/2013

DATE: July 29, 2013

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***3-1100-421-00-291-001-0***

SUBJECT: 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:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
342	Info & Credit Services	→	672	Equip & Veh R&M	400.00
603	Education / Instruction	→	672	Equip & Veh R&M	500.00
605	Clothing & Uniforms	→	672	Equip & Veh R&M	305.55
610	Feed For Animals	→	672	Equip & Veh R&M	724.12
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$1929.67**

REASON(s): Purchase (8) tires and (1) partition with weapon rack for Unit #110

.

Jose Espinosa Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-40139 **2013 Intradept. (line item)Transfers 2. V.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-583

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

BUDGETARY IMPACT:

Funds available as of 8/9/13

Attachments

line item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 04:45 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Nielda Cavazos Started On: 08/09/2013 03:37 PM

Final Approval Date: 08/09/2013

DATE: August 9, 2013 May

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	Travel out of County	672	equitment and vehicle R&M supplies	**$600.00**
			TOTAL	**$600.00**

REASON: **tires for the F 2009 truck**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39896 **2013 Intradept. (line item)Transfers 2. W.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Constable Martin Cantu Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/26/13.

Attachments

Handcuffs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/25/2013 01:59 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Roxanne De La Cruz Started On: 07/25/2013 10:39 AM

Final Approval Date: 08/09/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 25, 2013

DEPARTMENT HEAD: MARTIN "MARTY" CANTU

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 3-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	611	Police Supplies	$500.00
			TOTAL	**$ 500.00**

REASON: Transferring money for money to get the deputies new handcuffs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

07 / 25 /2013
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-40074 **2013 Intradept. (line item)Transfers 2. X.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Agapito Vargas Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - County Wide Mech. Shop (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available balance as of 08/09/13 - $23,162.60

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:10 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Angela Garcia Started On: 08/07/2013 10:58 AM

Final Approval Date: 08/09/2013

INTRADEPARTMENTAL TRANSFER

DATE: August 7, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: CW MECH. SHOP

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	619	OTHER MISC. SUPPLIES	$2,000.00
890	OTHER	745	COMPUTER EQUIP.	200.00
			TOTAL	$2,200.00

REASON: purchase fans and additional funding for computers

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39893 **2013 Intradept. (line item)Transfers 2. Y.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/26/13.

Attachments

39893

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/25/2013 01:59 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Rosie Luna Started On: 07/25/2013 09:26 AM

Final Approval Date: 08/09/2013

DATE: July 25, 2013

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

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

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
339	Othr Professional Services	584	Registration Fees	$ 1,200.00
339	Othr Professional Services	583	Employee Out of County Travel	$ 800.00
			TOTAL	**$ 2,000.00**

REASON: **Safety Officers needing to be OSHA re-certified.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40054 **2013 Intradept. (line item)Transfers 2. Z.**

CC CONSENT

Meeting Date: 08/13/2013

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. #: 3-1100-415-15-140-001-0-604

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

BUDGETARY IMPACT:

Funds available as of 8/8/13

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:09 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mary Garcia Started On: 08/06/2013 01:05 PM

Final Approval Date: 08/09/2013

DATE: August 6, 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
604	**MEDICAL & LAB SUPPLY**	**583**	**TRAVEL OUT OF COUNTY**	**$300.00**
			TOTAL	**$300.00**

REASON: **Travel expenditures required for Tax-Assessor/Collector to attend the State TAAO Conference.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40033 **2013 Intradept. (line item)Transfers 2. AA.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds as of 08/09/13.

431 - -> 442 = $5.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	08/05/2013 11:03 AM
Budget & Management	Obdett Calzada	08/06/2013 01:28 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Perla Lopez Started On: 08/05/2013 09:58 AM

Final Approval Date: 08/09/2013

DATE: August 13, 2013

2013
Transfer

DEPARTMENT HEAD: Dairen Sarmiento

DEPARTMENT NAME: Human Services (1100)

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

AI - 40033

Contact Person: Perla Lopez **Ph#:** 956-318-2011 ext. 7367

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	Bldg&Othr Struc R&M Srv	442	Equip & Vehicle Rentals	5.00
			TOTAL:	**5.00**

REASON:
Intradepartmental Transfer to fund the Water Dispenser Monthly Rental Fee (New Awarded Vendor: Mountain Glacier, LLC).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39959 **2013 Intradept. (line item)Transfers 2. BB.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/2/13.

Attachments

LIT 08-06-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/31/2013 04:09 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Rachel Cavazos Started On: 07/30/2013 04:04 PM

Final Approval Date: 08/09/2013

DATE: August 12, 2013

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
611	POLICE SUPPLIES	672	EQ&VEH R&M SUPPLIES	$ 1,900.00
			TOTAL	$ 1,900.00

REASON: TO PURCHASE TIRES FOR CONSTABLE PRECINCT DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40019 **2013 Intradept. (line item)Transfers 2. CC.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. DEPT. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 8/5/13.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/02/2013 11:26 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Edna Kirby Started On: 08/02/2013 11:05 AM

Final Approval Date: 08/09/2013

DATE: August 20, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	INFO TECH DEPT-EQUIP&VEH R&M SRV	442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	$13.50
			TOTAL	$13.50

REASON: **Cover expenses for Post Office Box.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40050 **2013 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Urban Co. (1100):
Approval of 2013 interdepartmental transfer from Countywide Adm.-Contingency to Urban Co. in the amount of $35,100.00 to fund building rental & legal fees expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8-7-13.

Bldg rental payment is $11,250.00/month. Funding is being provided for the months of Sept.-Nov. 2013 (3 months).

Legal fees expenditures for payment of invoice from Kittleman, Thomas, & Gonzales, PLLC in the amount of $1,350.00 in relation to legal services rendered in connection to the Revolving Line of Credit with Lone Star National Bank (refer to AI #40075, CC 8-13-13).

Attachments

Urban Co. transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/07/2013 03:56 PM
Budget & Management	Obdett Calzada	08/07/2013 03:58 PM
Manuel Chapa	Manuel Chapa	08/08/2013 09:01 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Ivan Cantu Started On: 08/06/2013 10:36 AM

Final Approval Date: 08/09/2013

DATE: August 13, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

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

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

2013
Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(35,100.00)
TO:			
3-1100-463-00-250-001-0- 333	Urban Co.-	Legal Svcs	1,350.00
3-1100-463-00-250-001-0- 441	Urban Co.-	Rental of Land & Bldgs	33,750.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund building rental expenditures for three months from Sept.-Nov. 2013 @ $11,250.00/month and to fund legal services expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-40047 **2013 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 TxDot "I" Rd (1315):
Approval of 2013 interdepartmental transfer from TxDot-FM2061 Jackson(Dckr-1.5MS Rdge) to TxDot-"I" Road in the amount of $5,475.60.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-122-0XX-0-XX1

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

BUDGETARY IMPACT:

Funds available as of 8/6/13.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/06/2013 01:30 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Erika Zamora Started On: 08/06/2013 09:05 AM

Final Approval Date: 08/09/2013

DATE: August 13, 2013

DEPARTMENT HEAD: Commissoner Hector Palacios

2013

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct #2 TxDot-"I" Road

ACCOUNT NUMBER: 3-1315-431-00-122-0XX-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		
3-1315-431-00-122-025-0- 841	TxDot-FM2061 Jacksn(Dckr-1.5MS Aid to Govt Agency	(5,475.60)
TO		
3-1315-431-00-122-016-0- 711	TxDot-"I" Road ROW	5,475.60
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund legal services for the I Rd project.

SIGNATURE

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

AI-40117 **2013 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 08/13/2013

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 $3,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/09/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 04:02 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Marcie Jackson Started On: 08/08/2013 02:07 PM

Final Approval Date: 08/09/2013

DATE: August 7, 2013

DEPARTMENT HEAD: A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

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

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

2013
Interdepartmental Transfer

AI-40117 08/13/13

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- 346	PCT1 PARKS	HAULING & FREIGHT SERVICES	(250.00)
3-1100-452-00-121-013-0- 439	PCT1 PARKS	OTHER R&M SRV	(2,000.00)
3-1100-452-00-121-013-0- 605	PCT1 PARKS	CLOTHING & UNIFORMS	(750.00)
TO:			
3-1100-466-00-121-050-0- 622	PCT1 CRC	ELECTRICTY	3,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer is needed for future Department expenses (electricity bills)

DEPARTMENT HEAD SIGNATURE

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

AI-40143 **2013 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #1

Information

CAPTION

PCT.1 C.O.'S

Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2006 and Series 2010 A&B from program (041) in the total amount of $42,515.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-431-00-121-XXX-0-731

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

BUDGETARY IMPACT:

Funds available as of 08/09/2013.

Attachments

interdept trf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 05:08 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Katia Garcia Started On: 08/09/2013 04:24 PM

Final Approval Date: 08/09/2013

DATE: August 9, 2013

2013
TRANSFER
AI-40143

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1 C.O.'s

ACCOUNT NUMBER: 3-13XX-431-00-121-XXX-0-731

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		
3-1336-431-00-121-041-0-731	CO2006-PCT1 ROADS	($20,008.24)
3-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS	($22,507.01)
TO		
3-1336-431-00-121-085-0-731	CO2006 PCT1 MILE 17N (FM88-FM1015)-ROADS	$20,008.24
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE 17N (FM88-FM1015)-ROADS	$22,507.01
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 2 RD MAINT into PCT2 ADMIN. to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-40144 **2013 Interdepartmental Transfers 3. E.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 RD Maint (1200):
Approval of 2013 interdepartmental transfer from Rd Maint. program no.005 to Rd Maint Mile 17 N.(FM88-FM1015), program no.085, in the total amount of $11,598.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-741

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

BUDGETARY IMPACT:

Available funds as of 8/9/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 05:07 PM
Glinda Pacheco	Glinda Pacheco	08/09/2013 05:19 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Marcie Jackson Started On: 08/09/2013 04:25 PM

Final Approval Date: 08/09/2013

DATE: August 9, 2013

DEPARTMENT HEAD: A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-741

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

2013
Interdepartmental Transfer

AI-40144 08/13/13

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:			
3-1200-431-00-121-005-0- 741	PCT1 RD MAINT	VEHICLES	(11,598.75)
TO:			
3-1200-431-00-121-085-0 731	PCT1 RD MAINT	MILE17N(FM88-FM1015)-ROAD	11,598.75
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-40112 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 08/13/2013

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)

BACKGROUND

Attachments

Pct 2 & 4 Cert Plat & Utility Status 08-13-13

Pct 1 Cert Plat & Utility Status 08-13-13

Pct 3 Cert Plat & Utility Status 08-13-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:25 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 03:38 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Irma Castillo Started On: 08/08/2013 09:03 AM

Final Approval Date: 08/09/2013

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Manuel Carrizales & Kimberly Ann Carrizales	4-12630
2.	Rene F. Avendaño	4-12619
3.	Adriana Garza	4-12088
4.	Jose Alfonso Salinas	4-11086
	COMM. COURT: August 13, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12630
08-01-13

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 Temporary Service	Final Service
Environmental Health:		N/A
	Authorized Signature	Authorized Signature
Inspection/Permit No:	Temp	
Date Approved:	8/7/13	N/A

Name: MANUEL CARRIZALES & KIMBERLY ANN

Address: 1716 ANNA ST
EDINBURG, TX
78542

Phone: 956-867-5050

Water Supplier: —

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789476322335
[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: VENETIAN RANCHES LOT 70,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-02-01);

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

N/A 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; 8/7/13 (verified by Ryder Arnold);

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; 8/7/13 (verified by Ryder Arnold);

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

Maria Cerda
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12630

08/01/13

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

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

PARTY MAKING REQUEST: Manuel Carrizales & Kimberly Ann

Name: John Gayton / dba Sunrise Builders

Address: 4807 Gondola Ave
Edinburg, TX 78542

Phone: 956-867-5050

1716 Anna St.
Edinburg, TX.
78542

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

Venetian Ranches, Lot 70

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

Date 08/07/13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/07/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12630
Aug. 1, 2013

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

V3054-00-000-0070-00

[1] OWNER: CARRIZALEZ, MANUEL & KIMBERL ANN
1716 ANNA ST.
EDINBURG, TX. 78539
Telephone No. 867-5050

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,891 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VENETIAN RANCHES LOT 70

LOCATION: 0 ALAMO RD. & 107

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $275,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6' REAR 34'.

Prepared by — Date: 08/01/13

Approved by — Date: 07/30/13

Signature of Owner or Applicant — Date: 8-1-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

Doc-2434017

CHARGE San Jacinto Title Services-McAllen

GF# 1324525256 Closer CAS

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: JULY 11, 2013

[illegible] individually and as Agent and Attorney-in-Fact for and on behalf of her husband, ELIGIO GONZALEZ BENAVIDES

Grantor's Mailing Address: P. O. BOX 9608
HOUSTON, TEXAS 77213-0608
HARRIS COUNTY

Grantee: MANUEL CARRIZALES and wife, KIMBERLY ANN CARRIZALES

Grantee's Mailing Address: 1716 ANN ST.
EDINBURG, TEXAS 78539
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 principal amount of TWO HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY FIVE AND NO/100 DOLLARS ($275,655.00) of which THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) is being advanced for the purchase of the herein described 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):

Lot Seventy (70), VENETIAN RANCHES, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 38, Pages 115 thru 118, Map Records of Hidalgo County, Texas, to which reference is here made for all pertinent purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1018059, Document No. 1019286, Document No. 1027253, Document No. 1045615 and Document No. 1050180, Official Records and Volume 38, Page 115 thru 118, Map Records of Hidalgo County, Texas.

Cash and a [illegible] by any taxing authority for the year 2013, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.

d. Rights of claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

Cash and a note of even date executed
STAR NATIONAL BANK in the princi
FIVE THOUSAND SIX HUNDRED
($275,655.00) of which THIRTY FIV
($35,000.00) is being advanced for the p

e. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 38, Pages 115-118, Map Records of Hidalgo County, Texas.

f. Easement granted to Tennessee Gas Transmission Company recorded in Volume 690, Page 249, Deed Records of Hidalgo County, Texas.

g. Right-of-Way Easement in Instrument dated May 28, 1997, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 5,1997 under Clerk's File No. 602793, Official Records, Hidalgo County, Texas.

h. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instrument dated September 4, 2002 by and between Central Power and Light Company and Richard A. Garza, filed for record under Clerk's File No. 1117442, Official Public Records of Hidalgo County, Texas.

i. Utility Easement dated January 17, 2002, in favor of the City of Edinburg, recorded under Document No. 1045616, Official Records of Hidalgo County, Texas.

j. Non-Drilling Agreement dated January 24, 2002, recorded under Clerk's File No. 972119, Official Records, Hidalgo County, Texas.

k. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instrument dated November 29, 1951, recorded in Volume 735, Page 380, dated December 10, 1971, recorded in Volume 1306, Page 121, and dated December 10, 1971, recorded in Volume 1310, Page 59, Deed Records of Hidalgo County, Texas.

l. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instruments recorded in Volume 607, Page 20, Volume 804, Page 299, Volume 895, Page 462, Volume 900, Page 503 and Volume 1306, Page 121, all in Deed Records of Hidalgo County, Texas.

m. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instrument dated October 15, 1985 recorded in Volume 2205, Page 922, Official Records, Hidalgo County, Texas.

n. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated August 19, 1987 recorded in Volume 2599, Page 1, Official Public Records of Hidalgo County, Texas, which document contains the following language "SAVE AND EXCEPT all oil, gas and other minerals".

o. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing the Public Records.

p. Rights of tenants in possession under any and all outstanding lease agreement, recorded or unrecorded.

q. Zoning and building ordinances in favor of the City of Edinburg.

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.

i. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instruments recorded in Volume 607, Page 20, Volume 804, Page 299, Volume 895, Page 462, Volume 900, Page 503 and Volume 1306, Page 121, all in Deed Records of Hidalgo County, Texas.

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

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

COUNTY OF HIDALGO • ELIGIO GONZALEZ BENAVIDES

By: Minerva G. Benavides
MINERVA G. BENAVIDES, Attorney-in-Fact

Minerva G. Benavides
MINERVA G. BENAVIDES

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF ~~HIDALGO~~ Harris §

This instrument was acknowledged before me on the 18th day of July 2013, by MINERVA G. BENAVIDES, Individually and as Agent and Attorney-in-Fact for and on behalf of ELIGIO GONZALEZ BENAVIDES.

Renee Howard
NOTARY PUBLIC, STATE OF TEXAS

RENEE S. HOWARD
Notary Public, State of Texas
My Commission Expires
October 05, 2015

PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 NORTH TENTH, SUITE F-3
McALLEN, TEXAS 78504
GF# 132425286

AFTER RECORDING RETURN TO:

MANUEL CARRIZALES
KIMBERLY ANN CARRIZALES
COUNTY OF HIDALGO
EDINBURG, TEXAS 78539

COUNTY OF ~~HIDALGO~~ §

This instrument was acknowledged before
2013, by MINERVA G. BENAVIDES, Individua
on behalf of ELIGIO GONZALEZ BENAVIDES

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12619

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: RENE F. AVENDANO JR

Address: 416 S. TOWER RD
BOX 2909
ALAMO TX 78516

Phone: (956) 460-7598

Water Supplier: —

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

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Main Grand Ranches #4 Lot 402,

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 08/04/00 Flor C. Castillo)

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 Flor C. Castillo);

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

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

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

Flor C. Castillo

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date

ATTEST: _____
Hidalgo County Clerk _____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-126 19

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: RENE F. AVENDAÑO JR

Address: 416 S. TOWER RD

BOX 2909 ALAMO TX 78516

Phone: (956) 460-7598

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

MGM Grand Ranches #4 Lot# 402

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 31 JULY 13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/07/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12619
Jul. 30, 2013

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

M3849-04-000-0402-00

[1] OWNER: AVENDANO, RENE JR. & MONICA

416 S. TOWER RD.
ALAMO, TX. 78516
Telephone No. 534-2353

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,207 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MGM GRAND RANCHES #4 LOT 402

LOCATION: 0 107 & CURVE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $180,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

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

Prepared by — Date: 7/30/13

Approved by — Date: 7-19-13

Signature of Owner or Applicant — Date: 7-30-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 035051

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

EDWARDS ABSTRACT AND TITLE CO
GF# 786715 / TP

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: July 2, 2013

2430081

Grantor: MARTHA E. SALINAS and husband, TOMAS SOLIS

Grantor's Mailing Address (including county): 4128 Remington Rd.
Cedar Park, Texas 78613-7756
Williamson County, Texas

Grantee: RENE F. AVENDANO, JR. and wife, MONICA AVENDANO

Grantee's Mailing Address (including county): 416 S. Tower Road - Box 2909
Alamo, Texas 78516
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED FIVE AND NO/100THS DOLLARS ($245,905.00), of which the sum of $34,900.00 represents a portion of the purchase price of the within described 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):

Lot Four Hundred Two (402), MGM Grand Ranches Phase IV-A, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Pages 44-46, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in Clerk's File No. 1648126, Clerk's File No. 1655445, Official Records and Volume 51, Pages 44-46, Map Records, Hidalgo County, Texas.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated August 13, 2003, recorded under Clerk's File No. 1236088, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated October 25, 1951, recorded in Volume 120, Page 223, dated October 1, 1954, recoded in Volume 162, Page 274, Oil and Gas Records and dated April 8, 1985, recorded in Volume 2175, Page 119, Official Records, Hidalgo County, Texas, and

MARTHA E. SALINAS

TOMAS SOLIS

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 11 of July, 2013, by MARTHA E. SALINAS and husband, TOMAS SOLIS.

Notary Public, State of Texas

TINA L PARMER
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-26-2017

AFTER RECORDING RETURN TO:
RENE F. AVENDANO, JR. and wife, MONICA AVENDANO
416 S. Tower Road - Box 2909
Alamo, Texas 78516

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 786715; TP:bc

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12088

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: Adriana Garza

Address: 1426 moonlight Ave
Alamo, Tx
78516

Phone: (504) 342-7181

Water Supplier: NA WSC

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

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Moon light Sub Lot # 3,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-29-04)

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

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-12088

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: Adriana Garza

Address: 1426 Moonlight Ave.
Alamo, TX 78516

Phone: (504) 342-7181

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

Moonlight S.b Lot 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Adriana Garza — Requesting Party (Signature)
8-1-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/07/13 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12088
Feb. 4, 2013

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

M6205-00-000-0003-00

[1] OWNER: GARZA, MOISES & ADRIANA

3701 E. TEXAS RD
EDINBURG, TX. 78542
Telephone No. 821-1953

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,654 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
MOONLIGHT LOT 3

LOCATION: 0 C. CHAVEZ & ELDORA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $97,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-28' SIDES-5'

Rodolfo Rios — Prepared by — 2-4-13 Date

Rodolfo Rios — Approved by — 2-4-13 Date

Signature of Owner or Applicant — 2-4-2013 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 0425 C

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

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

[NOTICE]

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

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

State Bar of Texas Form

STATE OF TEXAS
COUNTY OF HIDALGO

THE STATE OF TEXAS
COUNTY OF HIDALGO
This is to certify that the above and foregoing instrument is a true and correct copy of the original filed for record.
KITTLEMAN, THOMAS, RAMIREZ & GONZALES, P.L.L.C.

WARRANTY DEED WITH VENDOR'S LIEN

DATE: September 27, 2002

GRANTOR: Paulino Benjamin Garcia and wife, Maria Guadalupe Garcia

GRANTOR'S MAILING ADDRESS (including county):

GRANTEE: Moises Garza and wife, Adriana Garza

GRANTEE'S MAILING ADDRESS (including county): 3501 Apollo Drive Apt., F-347, Metairie, _____ County, Louisiana, 70003

CONSIDERATION: Ten and No/100ths ($10.00) Dollars and the execution and delivery by Moises Garza and wife, Adriana Garza of a certain promissory note of even date herewith in the principal amount of TWENTY-ONE THOUSAND ONE HUNDRED SEVEN AND 36/100THS DOLLARS ($21,107.36), payable to the order of FIRST NATIONAL BANK as therein provided, the sum of TWENTY THOUSAND AND NO/100THS DOLLARS ($20,000.00) of said note is secured by the vendor's lien herein retained, however the entire TWENTY-ONE THOUSAND ONE HUNDRED SEVEN AND 36/100THS DOLLARS ($21,107.36) note is additionally secured by a Deed of Trust, Security Agreement and Financing Statement of even date herewith to Michael V. McCarthy, Trustee. The vendor's lien herein retained shall serve as additional security for the payment of the above described note.

PROPERTY:

All of Lot 3, MOONLIGHT SUBDIVISION, an Addition to the City of Alamo, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 123A, Map Reords 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. Restrictions of record filed Filed July 30, 1997 under Document Number 613633, Official Records and Volume 32 Page 123A, 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.
2. Blanket easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2.
3. Minimum floor elevation, setback lines: 25 feet front, 5 feet sides and 20% of lot depth (25 feet maximum) rear; swale easement and 20 foot utility easement along the rear as shown on the map of Moonlight Subdivision, recorded Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
4. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Dale L. Jeske and wife, Janet Y. Jaske to May Petroleum, Inc., dated February 2, 1982, recorded in Volume 415, Page 477, Oil and Gas Records of Hidalgo County, Texas.
5 Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Dale L. Jeske and wife, Janet Y. Jeske to Jamex, Inc., filed April 13, 1999, under Document Number 764595, Official Records of Hidalgo County, Texas.
6. All oil, gas and other minerals have been heretofore reserved by prior grantors as set forth in Deed dated December 30, 1986, recorded in Volume 2388, Page 696, Official Records of Hidalgo County, Texas.
7 Taxes for 2002 and subsequent years and subsequent assessments for prior years due to change in land usage and ownership.

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 and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and heirs 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 conveyance and warranty.

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

FIRST NATIONAL BANK has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the first lien note. In consideration of that payment, Grantor hereby retains a first and superior vendor's lien against and superior title to the property and transfers such lien to FIRST NATIONAL BANK without recourse.

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

Paulino Garcia
Paulino Benjamin Garcia

Maria Guadalupe Garcia
Maria Guadalupe Garcia

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 30th day of September, 2002, by Paulino Benjamin Garcia and wife, Maria Guadalupe Garcia.

Miriam Lozano
Notary Public, State of Texas

MIRIAM P. LOZANO
MY COMMISSION EXPIRES
July 8, 2005

AFTER RECORDING RETURN TO:
Kittleman, Thomas, Ramirez, & Gonzales, PLLC
P.O. Box 1416
McAllen, Texas 78502

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11084

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
		Chanda Ruiz
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre Installed
Date Approved:	/ /	8 / 1 / 13

Name: Jose Alfonso Salinas

Address: 4714 Wynn Dr
Donna tx 78537

Phone: 956-402-10-37

Water Supplier: North alamo wsc

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 275 797 - 001

[ ] Temporary Pole [ ] Permanent Service

✓ m-h

regarding the land described as:
Wynn Ranches Subdivision Lot. 16,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-28-09);

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

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 Chanda Ruiz);

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 Chanda Ruiz);

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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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: 4-110810

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: José Alfonso Salinas

Address: 4714 Wynn Dr
Donna Tx 78537

Phone: 956-402-10-37

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

lot 16, Wynn Ranches

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

José Alfonso Salinas — Requesting Party (Signature)
08-01-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/07/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11086
Oct. 26, 2011

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

W9050-00-000-0016-00

[1] OWNER: SALINAS, JOSE A.

5014 HAVEN LN.
EDINBURG, TX. 78539
Telephone No. 402-1037

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,022 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
WYNN RANCHES LOT 16

LOCATION: 0 TOWER & VALVERDE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__✓__NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" ABOVE TOP OF CURB.

Alan J. Castillo — 10-26-11
Prepared by — Date

Aaron Hernandez — 10-25-11
Approved by — Date

JOSE ALFONSO SALINAS — 10-26-11
Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0425C
Panel No. /Suffix: 480334 Pct: 4
Community No.:

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Recorded On-2009-Jul-02 As-2013033

2013033

RE: Lot 16, WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, Doc No. 1993961 , Off Rec Hid Cty TX

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

Special Warranty Deed with Vendor's Lien

1. Date: May 9, 2009

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

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

4. Grantee: JOSE A. SALINAS

5. Grantee's Mailing Address: 5014 Haven Lane, Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Four Thousand Nine Hundred and No/100ths Dollars ($4,900.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Sixteen (16), WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 1993961 , Official Records of Hidalgo County, Texas.

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2009 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No.1893696 , Official Records, Hidalgo County, Texas

RE: Lot 16, WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, Doc No. 1993961 , Off Rec Hid Cty TX

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 1st day of May, 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

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

After Recording Return To:

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

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARIA D. DIAZ	1-10421
2.	MARCELO MATA	1-9941
3.	DIOSELINA VAZQUEZ	1-10383
4.	DIANA HERNANDEZ	1-10460
	COMM. COURT: AUGUST 13, 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: 1-10921

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Maria D. Diaz

Address: 2502 Carlos St.
Donna, TX 78537

Water Supplier: NAWSC

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

Account/ESI No.: N/A

Phone: (956) 461-2666 / 472-0332

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Schroeder Lot 21 & 23 BLK 5 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-4-60);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-10921

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 D Diaz

Address: 2502 Carlos St.
Donna, TX 78537

Phone: (956) 461-2666 Cell: 472-0332

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

Schroder lot # 21 & 23 Blk #5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 7/30/13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8/7/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10421
Jul. 23, 2013

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

S2150-00-005-0021-00

[1] OWNER: DIAZ, MAIRA D.

2407 CARLOS ST.
DONNA TX 78537-0851
Telephone No.

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: CITY

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW-SINGLE DWELLING
[5] SIZE OF STRUCTURE: 528 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SCHROEDER LOT 21 & 23 BLK 5
USING BOTH LOTS

LOCATION: 0 495 & LOTT

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $6,000

[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 OF CENTERLINE OF ST. 18"

Prepared by — Date 7/23/13

Approved by — Date 7-15-13

Signature of Owner or Applicant — Date 7/23/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

2425738

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.

CORRECTION
General Warranty Deed

Date: **April 1, 2013**

Grantor: **EVANGELINA R. SATTERFIELD**

Grantor's Mailing Address: **PO BOX 851**
Donna, Texas 78537
Hidalgo County

Grantee: **MARIA D. DIAZ**

2400509

Grantee's Mailing Address: **2407 Carlos Street**
Donna, Texas 78537
Hidalgo County

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

Property (including any improvements):
Lot 21 & 23, Block 5, an Addition to Hidalgo County, Texas, according to corrected map thereof recorded in Volume 13, Page 39, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All of Record.

All ad valorem taxes for the year 2012 and all subsequent years.

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

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

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

Evangelina R Satterfield

EVANGELINA R. SATTERFIELD

This General Warranty Deed has been corrected and is being refiled as a correction General Warrany Deed to take the place of the deed as it is recorded in the real property records of Hidalgo County, Texas under document no. 2400509 as originally executed and filed the General Warranty Deed was recorded missing the subdivions name. The correctsubdivision is Lot 21 & 23, Block 5, Schroeder Subdivision, an addition to Hidalgo County, Texas. In all other respects this Correction General Warranty Deed remains in effect as originally recorded.

(Acknowledgment)

STATE OF **TEXAS**
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 1st day of April, 2013, by **EVANGELINA R. SATTERFIELD**

EVA SAENZ
Notary Public
State of Texas
Comm. Exp. 05-25-2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

MARIA D. DIAZ
2407 Carlos Street
Donna, Texas 78537

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-9941

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: Marcelo Mata

Address: 11521 mile East Mercedes Tx

Phone: 322 01-09

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Hidalgo Villa lot #3,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/23/96);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert 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: 1-9941

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: Marcelo Mata

Address: 11521 Mile 2 East
Mercedes TX 78570

Phone: 322 01 09

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

Hidalgo Villa lot #3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Marcelo Mata — Requesting Party (Signature)
8 6 0 — 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:

8/7/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9941
Mar. 21, 2013

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

H2655-00-000-0003-00

[1] OWNER: MATA, MARCELO & SONIA
PO BOX 1295

EDCOUCH TX 78538-1295
Telephone No. 639-3377

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 990 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
HIDALGO VILLA LOT 3

LOCATION: 0 MILE 2 & MILE 10

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 30' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 3/21/13

Approved by: Jonathan Isidro — Date: 3/15/13

X Marcelo Mata — Signature of Owner or Applicant — Date: 3/21 2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

1418558

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

Warranty Deed with Vendor's Lien

Date: December 15, 2004

Grantor: Debra Clendenin Wetz

Grantor's Mailing Address:

6340 FM 311
Spring Branch, Texas 78070
Comal County

Grantee: Marcelo Mata and wife, Sonia Mata

Grantee's Mailing Address:

P.O. Box 1295
Edcouch, Texas 78538
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($11,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to William R. Wepfer, trustee.

Property (including any improvements):

Lot Three (3), HIDALGO VILLA SUBDIVISION, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 31, Page 199, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

Property subject to any and all restrictions, reservations, easements and rights of way of record in the office of the County Clerk of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, 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.

Debra Clendenin Wetz

STATE OF TEXAS)

COUNTY OF ~~COMAL~~ Bexar)

This instrument was acknowledged before me on December 17, 2004, by Debra Clendenin Wetz.

PAMELA MONSIVAIS
Notary Public, State of Texas
My Commission Expires April 10, 2006

Notary ~~Public, State of Texas~~

PREPARED IN THE OFFICE OF:

William R. Wepfer
418 East Tyler, Suite A
Harlingen, TX 78550

AFTER RECORDING RETURN TO:

William R. Wepfer
418 East Tyler, Suite A
Harlingen, Texas 78550

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

On: Dec 30,2004 at 08:55A

As a Recording

Document Number: 1418558
Total Fees : 16.00

Receipt Number - 640772
By,
Rebecca Mariscal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 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: 25208 De Monte
Colonia Lantana
Monte Alto 78538

Phone: 909 268 8742

Water Supplier: N.A.W.S.

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

Account/ESI No.: 10032789490997879

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lantana 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 11-14-07);

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

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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: DIOSELINA VELAZQUEZ

Address: 25208 CALLE DE MONTE

COLONIA LANTANA MONTE ALTO 78538

Phone: 709 2688742

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

Dioselina Velazquez — Requesting Party (Signature)

1-31-2013 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8/6/13
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: 0382C 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;

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Lantana Acres No. 6 Subdivision, as shown on the plat thereof, recorded in Volume 54, Pages 72-75, of the Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

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

The Three Grandes, Ltd., a Texas Limited Partnership

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

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 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: 1-10460

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: Diana Hernandez

Address: 1701 W. Las Milpas Rd
Apt #2701
Pharr, TX 78577

Phone: 956-580-5463

Water Supplier: NAWSC

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

Account/ESI No.: @ V/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch #2 Lot #43,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/22/08);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 1-10460

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: Diana Hernandez

Address: 1701 W. Las Milpas Rd Apt #2701 Pharr, TX 78577

Phone: (956) 590-5468

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

Birch #2 lot # 43

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Diana Hernandez — Requesting Party (Signature)

8/7/13 — 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:

8/7/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10460
Aug. 6, 2013

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

B3062-02-000-0043-00

[1] OWNER: HERNANDEZ, DIANA

PO BOX 8466
HIDALGO TX, 78557
Telephone No. 533-2559

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,152 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #2 LOT 43

LOCATION: 0 493 & MILE 6

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:75' REAR:275' SIDES:6'
B.F.E 73.00

Prepared by — Date: 8/6/13

Approved by — Date: 4/2/13

Signature of Owner or Applicant — Date: 8-6-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 2, 2013

Grantor: Buckeye Limited Partnership

Grantor's Mailing Address (including county):
2410 Paseo del Lago
Palmhurst, Hidalgo County, Texas 78573

Grantee: Diana Hernandez

Grantee's Mailing Address (including county):
1701 West Las Milpas Road, Apt. 2701
Pharr, Hidalgo County, Texas 78577

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee, payable to the order of Buckeye Limited Partnership, 2410 Paseo del Lago, Palmhurst, Texas 78573. The note is secured by a Vendor's Lien retained in favor of Buckeye Limited Partnership in this Deed and by a Deed of Trust of even date from grantee to **JEFFERSON A. CRABB,** Trustee.

Property (including any improvements):

Lot 43, Birch Subdivision Phase II, Hidalgo County, Texas according to the map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas. .

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all oil, gas and other minerals.

2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; property taxes for the current and subsequent years the payment of which the Grantee assumes.

NO SEARCH FOR LIENS, TITLE, PAST DUE TAXES WAS CONDUCTED ON THIS PROPERTY AT THE REQUEST OF BUYER AND SELLER.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representations, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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 warranty 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 the exceptions to conveyance and warranty when the claim is by, through or under Grantor, but not otherwise.

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

Buckeye Limited Partnership

By: Roger A. Bechtel
Roger A. Bechtel, Trustee

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 2 day of January 2013 by ROGER A. BECHTEL, Trustee of Buckeye Limited Partnership.

Gloria G. Perez
Commission Expires
04-10-2016

Gloria A. Perez
Notary Public, State of Texas

After Recording Return To:
Diana Hernandez
1701 West Las Milpas Road, Apt. 2701
Pharr, Hidalgo County, Texas 78577

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	LEONEL RODRIGUEZ JR	3-13963
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: AUGUST 13, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-12963
7/31/13

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
		candsantos
	Authorized Signature	Authorized Signature
Inspection/Permit No:		sewer
Date Approved:	/ /	7/31/13

Name: Leonel Rodriguez Sr.

Address: 1704 Ruby St
Pharr TX
78577

Phone: 956-222-2434

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Villa-Rama East Ph4 Lot456,

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 8/27/03);

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

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

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 Sandra Cantu);

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

Sandra Cantu 7/31/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-139603
7/31/13

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

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

PARTY MAKING REQUEST:

Name: Leonel Rodriguez Jr.

Address: 1704 Ruby St
Penitas TX 78576

Phone: 956-222-2434

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

Villa-Rama East PH4 Lot 456

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 7/31/13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

7/31/13
Date

Sandra Canter
County Official

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS $
$ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO $

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of $10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of $ 20,495.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein trained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by there presents does hereby GRANT, SELL and CONVEY unto Leonel Rodriguez Jr & Elizabeth Rodriguez whose address is 1704 Ruby St., Penitas, Hidalgo Couinty, Texas, 78576 herein referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 456 Villa Rama East Subdivision Phase 4
Hidalgo County, Texas

This conveyance, however, is made and accepted subject to any and all reservations, exceptions, leases, easements, restrictions, rights, uses and regulations of records or visible taxes for this year and any subsequent years and save and except all water rights and oil, gas and other minerals.

As a material part of the consideration for this deed, Grantor and Grantees are taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantees acknowlege that Grantees are not relying upon any presentation, statement or other assertion with respect to the property condition but is relying upon Grantees' examination of the property. Grantees take the property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This conveyance is made subject to the prior lien deed of trust lien recorded in the official records of Hidalgo County, Texas, upon which The First State Bank & Trust Company, Mission, Texas, is the original beneficiary secures payment of a promissory note. Grantee in this Deed does not assume payment of that note. Payee of the wraparound note is obligated to pay all the installments on that note as they fall due. In the event of default in payment of that note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the wraparound note given to this Grantor or in performance of the covenants of the Deed of Trust securing it. If Grantee cures a default in payment of the note, Grantee may receive credit on the wraparound note given to this grantor for all amounts so paid as of the date of the payment in the manner that Grantee directs.

TO HAVE AND TO HOLD the above described premises, subject to the above exceptions together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the above exceptions unto the said Grantee, Grantee's heirs, executors, administrators,

successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor.

But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 24 day of January, 2013.

GRANTORS:

Villa-Rama East Sub. A dba of Rick Martin aka Richard A. Martin

AFTER RECORDING RETURN TO:

RAM INVESTMENTS
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

THE STATE OF TEXAS $
$
COUNTY OF HIDALGO $

The foregoing instrument was acknowledge before me on the 24 day of January 2013, by Rick Martin.

YOLANDA GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-26-2014

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY Yolanda Garcia

MY COMMISSION EXPIRES: 02-26-2014

The undersigned GRANTEE hereby accepts and consents to the deed attached hereto including, but not limited to, the provision concerning title exceptions and "AS IS" condition contained therein, and acknowledges that same is in conformity with Grantee's intent, any agreements and representations made to GRANTEE or, if not, GRANTEE hereby amends any agreement and representations to conform this deed and the terms and provisions of same shall control in the event of any conflict and GRANTEE acknowledges this deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEE regarding the property described in the attached deed.

Dated this the 24 day of January, 2013.

GRANTEE(S)

X

X Elizabeth Rodriguez

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13963
Jul. 31, 2013

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

V3440-04-000-0456-00

[1] OWNER: RODRIGUEZ, LEONEL JR & ELIZA
1704 RUBY ST

PENITAS, TX 78576
Telephone No. 222-2434

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,680 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 4 LOT 456
C-01

LOCATION: 7319 EXP 83 & SHOWERS RD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

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

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

Sandra Cantu — Prepared by — 7/31/13 Date

H Garza — Approved by — 7/29/13 Date

Signature of Owner or Applicant — 7/31/13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [ ]

Flood Zone: NO Panel No./Suffix: 0400C Pct: 3
Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

AI-40098 **Comm. Court Executive Office 5. A.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal requests for employees #034339 & #128406

BACKGROUND

Attachments

form

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:24 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Monica Badillo Started On: 08/07/2013

Final Approval Date: 08/09/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Deferred Compensation Plan

Participant Name [redacted] #034339

Address [redacted]

Social Security N [redacted] 1

SECTION I – [redacted]

I understand that [redacted] that the amount of the withdrawal i [redacted] have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59 – ½ years of age or I use the funds withdrawn to pay certain deductable medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at lease 6 months upon 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.
(X) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of postsecondary 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 or casualty damage to my primary residence that would be deductable under IRC Section 165.

Hardship Requested $ 500.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? NO If so, what was the amount taken $_____

I hear 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 Yolanda Cisneros Date August 7, 2013

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with out Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of you plan documents and policies
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employee #128406

Participant Name [redacted]

Address 310 S.R [redacted] **City** Edinburg [redacted]

Social Security No [redacted] **Daytime Phone No.** ([redacted])

SECTION I – Hards

I understand that this [redacted] due to financial hardship [redacted] of the withdrawal is nec [redacted] d heavy financial need. [redacted] all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible 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 $ 6,000.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? No If so what was the amount taken $ _____

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

PARTICIPANT SIGNATURE X Marissa Delgado Date 8/1/13

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.
- *S&A* will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

CC 8/13/13

AI-39971 **Membership Dues 6. A.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

449th District Court:
Approval to pay for NCJFCJ annual membership dues for Judge Jesus Contreras in the amount of $195.00 with authority for County Tresurer to issue check after review, auditing and processing procedures are completed by County Auditor.

BACKGROUND

The National Council of Juvenile and Family Court Judges is one of the largest and oldest judicial membership organizations in the nation, it serves an estimated 30,000 professionals in the juvenile and family justice system including judges, referees, commissioners, court masters and administrators, social and mental health workers, police, and probation officers.

The NCJFCJ works to ensure justice for those involved with juvenile, family, and domestic violence cases, the Council provides the resources, knowledge and training to improve the lives of families and children seeking justice.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through Requisition #241014.

Attachments

Membership Dues and Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:40 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Eric Pacheco Started On: 07/31/2013 10:17 AM

Final Approval Date: 08/09/2013

NCJFCJ MEMBERSHIP APPLICATION

Membership Valid for One Year

Join today and become part of 75 years of improving outcomes for children and families! We need your voice to continue improving the nation's juvenile and family court systems and the outcomes for the children and families they serve. Help ensure that NCJFCJ remains at the forefront of the court improvement movement by becoming a member. As a member, you will not only benefit from the cutting-edge assistance, training, and technical support we provide but also from the collective wisdom and voice of nearly 2000 judges nationwide.

Name: JESUS CONTRERAS **Date:** JULY 30, 2013

Title: DISTRICT JUDGE **Organization:** 449TH DISTRICT COURT

Address: 1001 N. DOOLITTLE **Address:**

City: EDINBURG **State:** TX **Zip:** 78539

E-mail : regina.moreno@co.hidalgo.tx.us **(very important!)** **Phone:** 956 381 0744

Ethnicity: American Indian | Asian/Pacific Rim | Black/African American | **Hispanic** | White/Caucasian | Other

Active Judge Membership (voting) $195 per year **$195.00**

(Please note: This category includes any judge, former judge or judge-elect, referee, commissioner or otherwise designated judicial officer exercising or having exercised either juvenile jurisdiction or jurisdiction over families and children in any court, any presiding judge or appellate judge eligible to exercise or having exercised jurisdiction over family court or juvenile court cases. Those so qualified do not qualify to be an Associate Member.)

Associate Membership $145 per year (non-voting) **$145.00**

(Please note: This category includes any person not qualified to be an Active Member – see above.)

NCJFCJ-NJCSA Joint Membership $175 per year (non-voting) **$175.00**

(Membership in NCJFCJ and National Juvenile Court Services Association)

Student Membership $35 per year (non-voting) **$ 35.00**

(Includes a subscription to the NCJFCJ Journal – PDF online version)

Total Enclosed $ 195.00

Payment may be made by check, Visa, Master Card, Discover, or American Express.

Credit Card Type/Number | Expiration Date | Security Code

Cardholder Signature | Referred By:

Please return a copy of this application with your payment. In order to qualify for full membership status, the entire amount must be received. If you have any questions or prefer to pay by phone, please contact Jenny Talancon at (775) 784-1662 or jtalancon@ncjfcj.org. **NCJFCJ Federal Tax ID #: 36-2486896**

UNIVERSITY OF NEVADA P.O. BOX 8970 RENO, NV 89507
775/784-6012 775/327-5063 FAX

THANK YOU!!

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, JESUS CONTRERAS, do hereby state that membership in the NCJFCJ, and dues to be paid to the association, serve to accomplishone 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 NCJFCJ isa statewide association witha minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 7/30/2013
TITLE: DISTRICT JUDGE

Before me Regina Moreno, a Notary Public, appeared Jesus Contreras, 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.

REGINA ODETTE MORENO
Notary Public, State of Texas
My Commission Expires
April 13, 2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-39973 **Membership Dues 6. B.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

449th District Court:
Approval for reimbursement to Judge Jesus Contreras in the amount of $265.00 for The State Bar of Texas annual membership dues with authority for the County Treasurer to issue check after review, auditing and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-011-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 8-6-13 in Requisition# 241017

Attachments

Membership Dues and Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:41 AM
Budget & Management	Obdett Calzada	08/06/2013 01:24 PM
Manuel Chapa	Manuel Chapa	08/08/2013 11:13 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Eric Pacheco Started On: 07/31/2013 10:48 AM

Final Approval Date: 08/09/2013

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

8326

Read The Important Message at Right

MR. JESUS CONTRERAS
449TH DISTRICT COURT
1001 N DOOLITTLE RD
EDINBURG, TX 78542-0337

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. JESUS CONTRERAS (2013-2014)

DUE BY JUNE 1, 2013	
1 Required State Bar Dues for Fiscal 2013–2014	$235.00
2 Optional Section Membership Renewals	$30.00
TOTAL RENEWAL FEES	**$265.00**
3 Voluntary Access To Justice (ATJ) Contribution: (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
4 Total State Bar Payment:	**$415.00**
Total Renewal Fees with ATJ contribution.....	
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	☒ $265.00

☐ **I certify that if I am not in IOLTA compliance, I will update my status at www.texaf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

☐ Visa ☐ MasterCard

____/____/____/____

Credit Card Number

Expiration Date __/__

Signature

$

Amount Authorized

0015365 00793142 0 033314 0 041500 026500

9064

JESUS CONTRERAS, ESQ.
1001 N DOOLITTLE RD
EDINBURG, TX 78542

DATE July 25. 2013 88-1527-1149

PAY TO THE ORDER OF Clerk Supreme Court $ 265.00/xx

Two hundred sixty-five & 0/100 DOLLARS

Security Features Included. Details on Back.

INTER NATIONAL BANK
Rio Grande Valley
ABA R/T 1149-1527-2
956-664-8401

FOR membership dues - 00793142 Jesus Contreras

MP

⑈009064⑈ ⑆114915272⑆ 00 2776 6⑈

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, JUDGE JESUS CONTRERAS, do hereby state that membership in the STATE BAR OF TEXAS, and dues to be paid to the association, serve to accomplishone 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 STATE BAR OF TEXAS isa statewide association witha minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Jesus Contreras DATE: 7/31/2013
TITLE: DISTRICT COURT JUDGE

Before me Regina Moreno, a Notary Public, appeared Judge Jesus Contreras, 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.

REGINA ODETTE MORENO
Notary Public, State of Texas
My Commission Expires
April 13, 2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-40116 **Membership Dues 6. C.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:
Discussion, consideration, and approval of certifications in the amount of $425.00 to the Texas Commission on Fire Protection for Deputy Fire Marshal Rolando Casas, Deputy Fire Marshal Eric Sanchez, and Auxiliary Deputy Fire Marshal Victor Ramirez (Req#241077) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through Req. # 241077.

Attachments

CERTIFICATIONS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 04:02 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Sulema Cavazos Started On: 08/08/2013 01:46 PM

Final Approval Date: 08/09/2013

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division	Date Approved
Certification No. Discipline Code	Mail application to: P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808	Approved By
	Application for Certification	

Certification fees are **NON-REFUNDABLE**. The $85.00 fee submitted for certificates not issued will **not** be returned. There is an $85 fee for EACH certificate and/or level requested. Fill out applicable sections only.

*****IMPORTANT*** YOU ARE REQUIRED TO SUBMIT FINGERPRINT DATA FOR A CRIMINAL HISTORY CHECK IF EITHER OF THE FOLLOWING SITUATIONS APPLY TO YOU:**

- **YOU HAVE NOT BEEN APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY, AND DO NOT HOLD AN ACTIVE CERTIFICATION WITH THE TEXAS COMMISSION ON FIRE PROTECTION.**
- **YOU WERE APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY PRIOR TO JANUARY 1, 2010, BUT YOU DO NOT YET HOLD AN ACTIVE CERTIFICATION.**

SEE THE APPLICATION INSTRUCTION PAGES FOR HOW TO SUBMIT FINGERPRINT DATA.

Personal Information:

Social Security No. or PIN	Last Name	Suffix	First Name	Middle Name or Initial
	RAMIREZ		VICTOR	

Home Address of Applicant	City	State	Zip Code
	EDINBURG	TX	78539

Daytime/Cell Phone Number	Email Address
	RMZWELDING@HOTMAIL.COM

Current Department Information (employed individuals only):

FDID No.	Department Name	Station # or Division	Work Phone
24	HIDALGO COUNTY FIRE MARSHAL'S OFFICE	PREVENTION	956-318-2656

Please supply the following information if you do not hold an active certification with the Texas Commission on Fire Protection at this time:

Previously Used Last Names List all aliases, including maiden name, if applicable.	Previously Used Suffixes	Previously Used First Names	Previously Used Middle Names or Initials
RAMIREZ		VICTOR	

Driver's License No.	D.L. State	Height (Feet/Inches)	Weight (Pounds)	Hair Color	Eye Color
24963357	TX	5-6	185	BRN	BRN

Date of Birth	Sex	Race or Ethnicity		
04/03/1991	☑ Male ☐ Female	☐ Black	☑ White (includes Hispanic)	☐ Other: _____

High School Diploma?	If no, highest grade completed	GED?	College Degree?	If Degree, what major?
☑ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No	

Have you ever been convicted of any criminal offense other than minor traffic offenses?

☐ Yes ☑ No **If yes, attach explanation** regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.

Agency Use	
Control No.	Rev. Code 70

Certification Applied For: Please check all areas that apply and supply all documentation required. Submit the **NON-REFUNDABLE** $85.00 certification fee for each certificate applied for. Incomplete applications and insufficient documentation will result in application being denied.

Structure Fire Protection	■ Basic	☐ Intermediate	☐ Advanced	☐ Master
For Basic Structure Fire Protection only: **Check type of documented medical training attached, plus license or registration number if applicable**	☐ (Texas) DSHS Number:	☐ NREMT Number:	☐ Other Attach course completion certificate	
Aircraft Rescue Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Marine Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Inspector	■ Basic	☐ Intermediate	☐ Advanced	☐ Master
Arson Investigator	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Investigator	■ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Service Instructor	☐ Level I	☐ Level II	☐ Level III	☐ Level III - Master
Fire Officer	☐ Fire Officer I	☐ Fire Officer II	☐ Fire Officer III	☐ Fire Officer IV
Hazardous Materials	☐ Technician		☐ Incident Commander	
Driver/Operator - Pumper	☐ Basic			
Wildland Fire Protection	☐ Basic		☐ Intermediate	
Incident Safety Officer	☐ Basic			

Disclosure of your social security number is required. Your social security number is being solicited pursuant to Texas Family Code, §231.302 for use by the State's Title IV-D agency to assist in the administration of laws relating to child support enforcement under Parts A and D of Title IV of the Federal Social Security Act (42 U.S.C. §601-617 and §651-669).

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification, §421.3."

By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Applicant: _____ Date: 8-7-13

Agency Use	
Control No.	Rev. Code 70

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, VICTOR RAMIREZ, do hereby state that membership in the TEXAS COMMISSION ON FIRE PROTECTION, 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

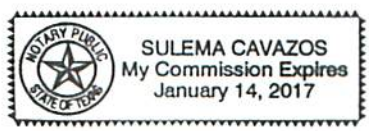
FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 8/6/13
TITLE: Aux Deputy Fire marshal

Before me SULEMA CAVAZOS, a Notary Public, appeared VICTOR RAMIREZ, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division	Date Approved
Certification No. Discipline Code	Mail application to: P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808	Approved By
	Application for Certification	

Certification fees are **NON-REFUNDABLE**. The $85.00 fee submitted for certificates not issued will **not** be returned. There is an $85 fee for EACH certificate and/or level requested. Fill out applicable sections only.

*****IMPORTANT*** YOU ARE REQUIRED TO SUBMIT FINGERPRINT DATA FOR A CRIMINAL HISTORY CHECK IF EITHER OF THE FOLLOWING SITUATIONS APPLY TO YOU:**

- **YOU HAVE NOT BEEN APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY, AND DO NOT HOLD AN ACTIVE CERTIFICATION WITH THE TEXAS COMMISSION ON FIRE PROTECTION.**
- **YOU WERE APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY PRIOR TO JANUARY 1, 2010, BUT YOU DO NOT YET HOLD AN ACTIVE CERTIFICATION.**

SEE THE APPLICATION INSTRUCTION PAGES FOR HOW TO SUBMIT FINGERPRINT DATA.

Personal Information:

Social Security No. or PIN	Last Name	Suffix	First Name	Middle Name or Initial
	Casas		Rolando	

Home Address of Applicant	City	State	Zip Code
	San Juan	Tx	78589

Daytime/Cell Phone Number	Email Address
	rolando.casas@co.hidalgo.tx.us

Current Department Information (employed individuals only):

FDID No.	Department Name	Station # or Division	Work Phone
24	Hidalgo County Fire Marshals Office	Investigations	956-318-2656

Please supply the following information if you do not hold an active certification with the Texas Commission on Fire Protection at this time:

Previously Used Last Names List all aliases, including maiden name, if applicable.	Previously Used Suffixes	Previously Used First Names	Previously Used Middle Names or Initials

Driver's License No.	D.L. State	Height (Feet/Inches)	Weight (Pounds)	Hair Color	Eye Color

Date of Birth	Sex	Race or Ethnicity		
	☐ Male ☐ Female	☐ Black	☐ White (includes Hispanic)	☐ Other: _____

High School Diploma?	If no, highest grade completed	GED?	College Degree?	If Degree, what major?
☐ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No	

Have you ever been convicted of any criminal offense other than minor traffic offenses?

☐ Yes ☐ No **If yes, attach explanation** regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.

Agency Use	
Control No.	Rev. Code 70

Certification Applied For: Please check all areas that apply and supply all documentation required. Submit the **NON-REFUNDABLE** $85.00 certification fee for each certificate applied for. Incomplete applications and insufficient documentation will result in application being denied.

Structure Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
For Basic Structure Fire Protection only: **Check type of documented medical training attached, plus license or registration number if applicable**	☐ (Texas) DSHS Number:	☐ NREMT Number:	☐ Other Attach course completion certificate	
Aircraft Rescue Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Marine Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Inspector	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Arson Investigator	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Investigator	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Service Instructor	☐ Level I	☐ Level II	☐ Level III	☐ Level III - Master
Fire Officer	☐ Fire Officer I	☐ Fire Officer II	☐ Fire Officer III	☐ Fire Officer IV
Hazardous Materials	☐ Technician		☐ Incident Commander	
Driver/Operator - Pumper	☐ Basic			
Wildland Fire Protection	■ Basic	☐ Intermediate		
Incident Safety Officer	☐ Basic			

Disclosure of your social security number is required. Your social security number is being solicited pursuant to Texas Family Code, §231.302 for use by the State's Title IV-D agency to assist in the administration of laws relating to child support enforcement under Parts A and D of Title IV of the Federal Social Security Act (42 U.S.C. §601-617 and §651-669).

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification, §421.3."

By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Applicant: _____ Date: 8/6/13

TCFP-002 R10
06/20/2013

Agency Use	
Control No.	Rev. Code 70

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, ROLANDO CASAS, do hereby state that membership in the TEXAS COMMISSION ON FIRE PROTECTION, 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 TCFP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Rolando Casas DATE: 8/7/13
TITLE: Deputy Fire Marshal

Before me SULEMA CAVAZOS, a Notary Public, appeared ROLANDO CASAS, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC
SULEMA CAVAZOS
My Commission Expires
January 14, 2017

Sulema Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division	Date Approved
Certification No. Discipline Code	Mail application to: P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808	Approved By
	Application for Certification	

Certification fees are **NON-REFUNDABLE**. The $85.00 fee submitted for certificates not issued will **not** be returned. There is an $85 fee for EACH certificate and/or level requested. Fill out applicable sections only.

*****IMPORTANT*** YOU ARE REQUIRED TO SUBMIT FINGERPRINT DATA FOR A CRIMINAL HISTORY CHECK IF EITHER OF THE FOLLOWING SITUATIONS APPLY TO YOU:**

- **YOU HAVE NOT BEEN APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY, AND DO NOT HOLD AN ACTIVE CERTIFICATION WITH THE TEXAS COMMISSION ON FIRE PROTECTION.**
- **YOU WERE APPOINTED TO FIRE PROTECTION DUTIES WITH A COMMISSION-REGULATED ENTITY PRIOR TO JANUARY 1, 2010, BUT YOU DO NOT YET HOLD AN ACTIVE CERTIFICATION.**

SEE THE APPLICATION INSTRUCTION PAGES FOR HOW TO SUBMIT FINGERPRINT DATA.

Personal Information:

Social Security No. or PIN	Last Name	Suffix	First Name	Middle Name or Initial
	Sanchez		Eric	lee

Home Address of Applicant	City	State	Zip Code
	San Juan	Tx	78589

Daytime/Cell Phone Number	Email Address
	eric.sanchez@co.hidalgo.tx.us

Current Department Information (employed individuals only):

FDID No.	Department Name	Station # or Division	Work Phone
24	Hidalgo County Fire Marshals Office	Investigations	(956)318-2656

Please supply the following information if you do not hold an active certification with the Texas Commission on Fire Protection at this time:

Previously Used Last Names List all aliases, including maiden name, if applicable.	Previously Used Suffixes	Previously Used First Names	Previously Used Middle Names or Initials

Driver's License No.	D.L. State	Height (Feet/Inches)	Weight (Pounds)	Hair Color	Eye Color
16547463	Tx	5-10	160	BRO	BRO

Date of Birth	Sex	Race or Ethnicity		
12/03/1981	☑ Male ☐ Female	☐ Black	☑ White (includes Hispanic)	☐ Other: _____

High School Diploma?	If no, highest grade completed	GED?	College Degree?	If Degree, what major?
☑ Yes ☐ No		☐ Yes ☑ No	☐ Yes ☑ No	

Have you ever been convicted of any criminal offense other than minor traffic offenses?

☐ Yes ☑ No **If yes, attach explanation** regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.

Agency Use	
Control No.	Rev. Code 70

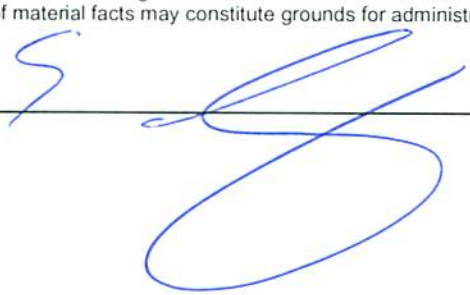
Certification Applied For: Please check all areas that apply and supply all documentation required. Submit the **NON-REFUNDABLE** $85.00 certification fee for each certificate applied for. Incomplete applications and insufficient documentation will result in application being denied.

Structure Fire Protection	ES Basic	☐ Intermediate	☐ Advanced	☐ Master
For Basic Structure Fire Protection only: **Check type of documented medical training attached, plus license or registration number if applicable**	☐ (Texas) DSHS Number:	☐ NREMT Number:	☐ Other Attach course completion certificate	
Aircraft Rescue Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Marine Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Inspector	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Arson Investigator	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Investigator	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Service Instructor	☐ Level I	☐ Level II	☐ Level III	☐ Level III - Master
Fire Officer	☐ Fire Officer I	☐ Fire Officer II	☐ Fire Officer III	☐ Fire Officer IV
Hazardous Materials	☐ Technician		☐ Incident Commander	
Driver/Operator - Pumper	☐ Basic			
Wildland Fire Protection	■ Basic		☐ Intermediate	
Incident Safety Officer	☐ Basic			

Disclosure of your social security number is required. Your social security number is being solicited pursuant to Texas Family Code, §231.302 for use by the State's Title IV-D agency to assist in the administration of laws relating to child support enforcement under Parts A and D of Title IV of the Federal Social Security Act (42 U.S.C. §601-617 and §651-669).

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification, §421.3."

By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Applicant:  Date: 08.06.13

TCFP-002 R10
06/20/2013

Agency Use	
Control No.	Rev. Code 70

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, ERIC SANCHEZ, do hereby state that membership in the TEXAS COMMISSION ON FIRE PROTECTION, 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 TCFP is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 08/07/13
TITLE: Deputy Fire Marshal

Before me SULEMA CAVAZOS, a Notary Public, appeared ERIC SANCHEZ, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC
STATE OF TEXAS
SULEMA CAVAZOS
My Commission Expires
January 14, 2017

Sulema Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-40119 **Membership Dues 6. D.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:
Discussion, consideration, and approval of membership dues in the amount of $165.00 for National Fire Protection Association for Fire Marshal Juan Martinez. Renewal thru 8/31/14 (Requisition #241286) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available through requisition #241286.

Attachments

MEMBERSHIP-NFPA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 04:02 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Sulema Cavazos Started On: 08/08/2013 02:30 PM

Final Approval Date: 08/09/2013

Reg#241286

MEMBERSHIP NOTICE

Billing Center, P.O. Box 9689, Manchester NH 03108-9689

DATE: 07/30/13
RENEWAL THRU: 08/31/14
I.D. NUMBER: 2644379

AMOUNT DUE: ☑ 1 year - $165
Or check one: ☐ 2 years - $300
☐ 3 years - $430

Notice: 5834496X #3

REMIT RENEWAL DUES WITH NOTICE
AS SOON AS POSSIBLE.

SELECT ONE:

☐ Check enclosed payable to NFPA (US funds from US Bank)
☐ Charge to my: ☐ MasterCard® ☐ VISA®
☐ American Express® ☐ Discover®

Card No. _____ - _____ - _____ - _____

Expire Date ___/___

BILL TO:

HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
1124 N M RD
EDINBURG, TX 78542-4264

IMPORTANT!

e-mail:
juan.martinez@co.hidalgo.tx.us

☐ I have updated my information on the back of this notice.

Thank you for your loyalty to *NFPA*. Please update your records and return this notice with your dues.

Membership includes a $45.00 *NFPA Journal*® subscription.

31 0002644379 583449624 6 00000016500

DETACH HERE AND RETURN NOTICE IN THE ENVELOPE PROVIDED.

MEMO

FROM: Daniel Whiting, Marketing Manager/Membership

TO: Hidalgo Cnty Fire Marshal

RE: ID# 2644379

RECEIVED
[illegible]
Hidalgo County
Fire Marshal's Office

A renewal notice regarding your NFPA membership was sent several months ago. And our records show we haven't yet received your dues.

Please return payment with the attached notice, or renew online at nfpa.org/membership as soon as possible. Otherwise, your NFPA membership ends on 08/31/13.

Please act today. So you will continue to receive your NFPA benefits, including your subscription to *NFPA Journal*®, members-only discounts on seminars and publications and timely information on code changes.

But more importantly, you must renew now to keep your NFPA voting rights. If dues are not paid by the date shown above, you will be subject to a 180-day waiting period to vote on important NFPA codes.

Thank you for your quick response. If you have already sent payment, your records will be updated accordingly.

P.S. Please verify and update membership information on your notice. Then return it with your NFPA dues immediately. Thank you.

Records show this is your NFPA shipping address: (Make necessary changes on back of form.)

ID# 2644379
HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
1124 N M RD
EDINBURG
TX 78542

MEMRENFRM 5/10 © NFPA 2004 Fed ID # 041-653-090 1-800-344-3555

This NFPA membership belongs to the individual named on the invoice.

To change the name on the membership, please provide the new information at right.

The original membership will be cancelled and the pro-rated amount will be applied to a new membership.

The join date will be updated, a new I.D. number issued and a new 180-day waiting period for voting will apply.

Change my BILLING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail Address _____

Change my SHIPPING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail _____

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN MARTINEZ, do hereby state that membership in the NATIONAL FIRE PROTECTION 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 NFPA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 08/07/13
TITLE: Fire Marshal

Before me SULEMA CAVAZOS, a Notary Public, appeared JUAN MARTINEZ, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

NOTARY PUBLIC
SULEMA CAVAZOS
My Commission Expires
January 14, 2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-39913 **Urban County 7. A.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into three (3) "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
EDUARDO SALAZAR	FY 2012	$10,000	USDA	LOT 27 SAN ANASTACIO ESTATES SUBD ALAMO TX
RICARDO TRUJILLO	FY 2012	$10,000	USDA	LOT 35 TOWER LANDING SUBD, PH I ALAMO TX
JUANA ORTIZ	FY 2012	$10,000	USDA	LOT 10 BLOCK 2 SOUTH ALAMO VILLAGE ALAMO TX

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

Attachments

Edwardo Salazar Contract

Ricardo Trujillo Contract

Juana Ortiz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/26/2013 04:37 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mary Flores Started On: 07/25/2013 04:43 PM

Final Approval Date: 08/09/2013

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 13th day of August 2013, between the County of Hidalgo, State of Texas ("County") and *Eduardo Salazar & Maria D Garza Salazar* .("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 27 SAN ANASTACIO ESTATES SUBDIVISION, ALAMO, 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.

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 $ 10,000 ("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

_____

EDUARDO R SALAZAR

_____

MARIA D GARZA SALAZAR

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me EDUARDO R SALAZAR 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 MARIA D GARZA SALAZAR 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 27 SAN ANASTACIO ESTATES SUBDIVISION, ALAMO, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

GALLERIA HOME BUILDER
P.O.BOX 328
LA BLANCA TX 78558

Ph 956-533-9560
(becky)

//CONTRACT FORM//
attached to Description of Materials

NAME ON CONTRACT: BORROWERS Eduardo & Maria D Salazar.
901 E. Thomas Dr Apt #103
Pharr, tx 78577.

LEGAL DESCRIPTION LOT #27 San Anastacia Estates Subdivision
City of Alamo, Hidalgo County, Texas.
AKA: 707 Aurora Dr, Alamo, tx 78516.

			Priced
SQUARE FT LIVING	1878.0	DWELLING $$	106,000=
PORCH	62.0		
PATIO	60.0	Lot/Land $$	18,000.00
CARPORT/GARAGE	-0-		
OTHERS			
Driveway.	400.0	Fence #	6,000 =
TOTAL SQ FT	2,400.0	TOTAL PRICE$	130,000=

Plan No 251878
Price does not include any of the following items: landscaping, grass, trees, permanent surveys, nor utility fees. any arrising from construction extras. borrower, shall pay for these items

Contract will be honored for 120 days from date submited.

Customers signature — Maria Salazar

Contractors Signature — 5/25/12 date

Received
JUN 12 2013
Urban County Program
Rio

Description of Materials

U.S. Department of Housing and Urban Development
Department of Veterans Affairs
Farmers Home Administration

and 2502-0313 (exp. 6/[illegible])

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The National Housing Act (12 USC 1703) authorizes insuring financial institutions against default losses on single family mortgages. HUD must evaluate the acceptability and value of properties to be insured. The information collected here will be used to determine if proposed construction meets required requirements and if the property is suitable for mortgage insurance. Response to this information collection is mandatory. No assurance of confidentiality is provided.

☒ Proposed Construction ☐ Under Construction No. _____ (To be inserted by HUD, VA or FmHA)

Property address (include City and State) Lot #20 San Anastacio Estates, Alamo, Hidalgo, County, Tex.
AKA: 207 Aurora Dr., Alamo, Tx, 78516.

Owner's name: Eduardo Salazar & Maria de Salazar

Name and address of Mortgagor or Sponsor

JSDA RURAL DEVELOPMENT HOUSEING SERVICES
2514 S VETERANS RD SUITE#4
EDINBURG, TX. 78539

Name and address of Contractor or Builder

GALLERIA HOME BUILDERS
P.O.BOX. 328
LA BLANCA, TX. 78558

Instructions

1. For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the HUD Application for Mortgage Insurance, VA Request for Determination of Reasonable Value, or FmHA Property Information and Appraisal Report, as the case may be.
2. Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet. The use of paint containing more than the percentage of lead by weight permitted by law is prohibited.
3. Work not specifically described or shown will not be considered unless required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
4. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
5. Include signatures required at the end of this form.
6. The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications are this Description of Materials and the applicable Minimum Property Stand-

1. Excavation
   Bearing soil, type Native soil with minimum excavation below unfinished grade.

2. Foundations
   Footings concrete mix 5mil sack strength psi 3000 psi Reinforcing see detailed sheet
   Foundation wall material _____ Reinforcing steel rebar
   Interior foundation wall material 8"pour concrete Party foundation wall 8" pour concrete
   Columns material and sizes _____ Piers material and reinforcing POURED CONC.
   Girders material and sizes _____ Sills material _____
   Basement entrance areaway _____ Window areaways _____
   Waterproofing one layer 6 mil visqueen Footing drains _____
   Termite protection soil treatment by licenced exterminator
   Basementless space ground cover _____ insulation _____ foundation vents _____
   Special foundations _____
   Additional information all piping, tub traps and other slab opening to be sealed with asphalt. Anchor bolts1/2x8" @ 6' o.c. with at least 2 bolts per plate, Bolts inbed 6' unto concrete, (detail sheet or engineer slab design)

3. Chimneys
   Material N/A Prefabricated (make and size) _____
   Flue lining material _____ Heater flue size 5" MTL TYPE B Fireplace flue size _____
   Vents (material and size) gas or oil heater 4" 26 GAUGE GALV. OR 2"-3" PVC water heater 3" 26 GAUGE GALV.
   Additional information n/a

4. Fireplaces
   Type ☐ solid fuel ☐ gas-burning ☐ circulator (make and size) _____ Ash dump and clean-out
   Fireplace facing _____ lining _____ hearth _____ mantel _____
   Additional information None

Exterior Walls

Wood frame wood grade, and species stud 2X4/16oc [X] Corner bra[ ]uilding paper or felt 30lb,felt

Sheathing tuff-r thickness 3/4" width 4x8" [X] solid [ ] spaced ____ o.c. [ ] diagonal ____

Siding hardboard grade osb type per plan size 4x8 exposure solid fastening nailed

Shingles ____ grade ____ type ____ size ____ exposure ____ fastening ____

Stucco ____ thickness ____ Lath ____ weight ____ lb.

Masonry veneer ____ Sills ____ Lintels ____ Base flashing ____

Masonry [ ] solid [ ] faced [ ] stuccoed total wall thickness ____ facing thickness ____ facing material ____

Backup material ____ thickness ____ bonding ____

Door sills WOOD Window sills WOOD Lintels ____ Base flashing ____

Interior surfaces dampproofing, ____ coats of ____ furring ____

Additional information brick allowance, $ 250.00/1000

Exterior painting material acrylic latex, paint, primer 1 coat, and paint 1 coat, and to retouch finish work number of coats 2

Gable wall construction [X] same as main walls [ ] other construction ____

6. Floor Framing

Joists wood, grade, and species N/A other ____ bridging ____ anchors ____

Concrete slab [ ] basement floor [ ] first floor [ ] ground supported [ ] self-supporting mix ____ thickness 3 1/2"

reinforcing ____ Insulation ____ membrane ____

Fill under slab material ____ thickness ____

Additional information metal hurricane ties on top plates @ 48'oc, metal rafter anchor ties @48'oc

7. Subflooring (Describe underflooring for special floors under Item 21)

Material grade and species N/A size ____ type ____

Laid [ ] first floor [ ] second floor [ ] attic ____ sq. ft. [ ] diagonal [ ] right angles

Additional information

8. Finish Flooring (Wood only. Describe other finish flooring under Item 21)

Location	Rooms	Grade	Species	Thickness	Width	Bldg. Paper	Finish
First floor							
Second floor							
Attic floor	sq. ft.						

Additional information

9. Partition Framing

Studs wood, grade, and species #2 spf size and spacing 2x4 @16"oc Other ____

Additional information all load bearing walls @ 16"o. c.

10. Ceiling Framing

Joists wood, grade, and species #2 spf Other ____ Bridging ____

Additional information

11. Roof Framing

Rafters wood, grade, and species #2 spf Roof trusses (see detail) grade and species ____

Additional information

12. Roofing

Sheathing wood, grade, and species 7/16" OSB with plyclips [ ] solid [ ] spaced ____ o.c.

Roofing composition shingles grade 25 YEAR size ____ type self sealing 3-tab

Underlay asphaltic felt weight or thickness #15 size 36" fastening ____

Built-up roofing ____ number of plies ____ surfacing material ____

Flashing material galvanized metal gage or weight 26 GA [ ] gravel stops [ ] snow guards

Additional information

13. Gutters and Downspouts

Gutters material _____ gage or weight _____ size _____ shape _____

Downspouts material _____ gage or weight _____ size _____ shape _____ number _____

Downspouts connected to ☐ Storm sewer ☐ sanitary sewer ☐ dry-well ☐ Splash blocks material and size _____

Additional Information

14. Lath and Plaster

Lath ☐ walls ☐ ceilings material _____ weight or thickness _____ Plaster coats _____ finish _____

Dry-wall ☒ walls ☒ ceilings material drywall thickness 1/2 finish textured

Joint treatment perf-tape /metal corners as all exposed corners tape, float,sand 2 coats and texture

15. Decorating (Paint, wallpaper, etc.)

Rooms	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	DRYWALL,TEXTURE,PAINT	DRYWALL, TEXTURED
Bath	DRYWALL,TEXTURE,PAINT	DRYWALL, TEXTURED
Other		

Additional information FLAT LATEX INTERIOR PAINT

16. Interior Doors and Trim

Doors type HOLLOW CORE 6 PANEL OR 2 PANEL material HARDBOARD thickness 1 3/8"

Door trim type 2 1/8 material colonial Base type colonial material wood size 2 1/8

Finish doors paint trim 2 coats acrylic latex

Other trim (item, type and location) all trim colonial tj

Additional information

17. Windows

Windows type single hung make metal frame material metal sash thickness _____

Glass grade thermo/double insulat ☐ sash weights ☒ balances, type Low-E head flashing integral

Trim type _____ material _____ Paint _____ number coats _____

Weatherstripping type built in/rib gasket material PILE Storm sash, number _____

Screens ☐ full ☒ half type _____ number ALL screen cloth material nylon

Basement windows type _____ material _____ screens, number all Storm sash, number _____

Special windows per plans

Additional information

18. Entrances and Exterior Detail

Main entrance door material fiverglass ins/metal. width 36" thickness 1.75 Frame material wood thickness 5

Other entrance doors material patio door width 36" thickness 1.75 Frame material woos thickness 5

Head flashing _____ Weatherstripping type _____ saddles _____

Screen doors thickness _____ number _____ screen cloth material _____ Storm doors thickness _____ number _____

Combination storm and screen doors thickness _____ number _____ screen cloth material _____

Shutters ☐ hinged ☐ fixed Railings _____ Attic louvers _____

Exterior millwork grade and species 1x4 brick mold Paint acrylic latex number coats _____

Additional information see plans for exterior elevations/other entrance doors fiberglass, ins or steel ins.

19. Cabinets and Interior Detail

Kitchen cabinets, wall units material ash 3/4" b c custom made lineal feet of shelves per plan shelf width 12"

Base units material ash counter top formica edging formica.

Back and end splash formica Finish of cabinets factory finish/stain sealed varnisehd number coats 2

Medicine cabinets make same model _____

Other cabinets and built-in furniture bath vanities same as above

Additional information Mirrors @ Vanities

20. Stairs

Stair	Treads		Risers		Strings		Handrail		Balusters	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main										
Attic										

Disappearing make and model number _____

Additional information

21. Special Floors and Wainscot (Describe Carpet as listed in Certified Products Directory)

	Location	Material, Color, Border, Sizes, Gage, Etc.	Threshold Material	Wall Base Material	Underfloor Material
Floors	Kitchen	vinyl ( ) ceramic tile( )		wood	concrete
	Bath	vinyl( ) ceramic tile( )		wood	concrete
	all other rooms/floor	same material or as desired rooms carpet			

	Location	Material, Color, Border, Cap, Sizes, Gage, Etc.	Height	Height Over Tub	Height in Showers (From Floor)
Wainscot	Bath	FIBERGLASS TUB/SHOWER ENCLOSED			
	3/4 BATH	FIBERGLASS SHOWER ENCLOSED			

Additional information

22. Plumbing

Fixture	Number	Location	Make	MFR's Fixture Identification No.	Size	Color
Sink	1	KITCHEN			33X22	S.S.
Lavatory	2	BATH	fiverglass			WHITE
Water closet	2	BATH	MANSFIELD			WHITE
Bathtub						
Shower over tub	1	BATH	MAAX		60"	WHITE
Stall shower	1	BATH	MAAX		60"	WHITE
Laundry trays						
ICEMAKER	1	KITCHEN				
FAUCETS	2	LAVS				

Bathroom accessories ☐ Recessed material _____ number _____ ☐ Attached material _____ number _____

Additional information EACH BATH-1 TOWEL BAR,1 PAPER HOLDER - ATTACHED

☒ Curtain rod ☒ Door ☐ Shower pan material FIBERGLASS SHOWER ST * (Show and describe individual system in complete detail in separa drawings and specifications according to requirements.)

Water supply ☒ public ☐ community system ☐ individual (private) system*

Sewage disposal ☒ public ☐ community system ☐ individual (private) system*

House drain (inside) ☐ cast iron ☐ tile ☒ other pvc House sewer (outside) ☐ cast iron ☐ tile ☒ other pvc

Water piping ☐ galvanized steel ☐ copper tubing ☒ other CPVC Stil cocks, number 2

Domestic water heater type electric make and model rheem heating capacity 40 gph. 100° ri

Storage tank material GLASS-LINED capacity 40 gallons

Gas service ☐ utility company ☐ liq. pet. gas ☐ other _____ ☐ Gas piping ☐ cooking ☒ house heat

Footing drains connected to ☐ storm sewer ☐ sanitary sewer ☐ dry well ☐ Sump pump make and model _____

capacity _____ discharges into _____

Additional information

23. Heating

☐ Hot water ☐ Steam ☐ Vapor ☐ One-pipe system ☐ Two-pipe system

☐ Radiators ☐ Convectors ☐ Baseboard radiation Make and model Rheem, 13 seer

☐ Radiant panel ☐ floor ☐ wall ☐ ceiling Panel coil material

☐ Circulator ☐ Return pump Make and model capacity gpm.

Boiler make and model Output Btuh. net rating Btuh.

Additional information

Warm air ☐ Gravity ☐ Forced Type of system

Duct material supply return Insulation thickness ☐ Outside air intake

Furnace: make and model Input 88,000 Btuh. output 82,000 Btuh.

Additional information

☐ Space heater ☐ floor furnace ☐ wall heater Input Btuh. output Btuh. number units

Make, model

Additional information

Controls make and types thermostat control in hall

Additional information all ducts board to be 3/4" thick

Fuel: ☐ Coal ☐ oil ☐ gas ☐ liq. pet. gas ☐ electric ☐ other storage capacity

Additional information

Firing equipment furnished separately ☐ Gas burner, conversion type ☐ Stoker hopper feed ☐ bin feed

Oil burner ☐ pressure atomizing ☐ vaporizing

Make and model

Control

Additional information

Electric heating system type Input watts @ volts output Btuh.

Additional information

Ventilating equipment ☐ attic fan, make and model capacity cfm.

☒ kitchen exhaust fan, make and model nautilus range hood vented through roof

Other heating, ventilating, or cooling equipment see heating and cooling summery with attach information

Additional information 1 EXHAUST FAN EACH BATH

24. Electric Wiring

Service ☐ overhead ☒ underground Panel ☐ fuse box ☒ circuit-breaker, make square D AMP's 100 No. circuits 20

Wiring ☒ conduit ☐ armored cable ☒ nonmetallic cable ☐ knob and tube ☐ other

Special outlets ☒ range ☐ water heater ☒ other FURNACE,DRYER,A/C,DIS

☒ Doorbell ☒ Chimes ☐ Push-button locations

Additional information

pre wired phone/cable jacks, (exterior & vanity electrical outlets to be on GFI, all wire to meet local codes).

25. Lighting Fixtures

Total number of fixtures SEE PLAN Total allowance for fixtures, typical installation, $

Nontypical installation ALL FIXTURES PROVIDED BY CONTRACTOR INCLUDING 1 CEILING FAN

Additional information

26. Insulation

Location	Thickness	Material, Type, and Method of Installation	Vapor Barrier
Roof			
Ceiling		R-30 BLOWN IN FLAT, R-30 @ SLOPES	
Wall	3 1/2"	R-13 FBRGLASS BATT	POLYSLOPE
Floor		R-19 FBRGLASS BATT, UNHEATED AREA	POLY-FILM
		3/4" Insul Sheath, Exterior Walls Foam and Cover all cavities	

27. Miscellaneous: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

CARPET - $15.00/YD & UPGRADE PAD (STD ALLOWD)

Hardware (make, material, and finish.)

KWIKSET, Bright brass, door stops,cabinets pulls/nob

Special Equipment (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

Porches

3 1/2" THICK CONCRETE FRONT STOOP SLAB, AND PATIO ON BACK AS PER PLANS

Terraces

Garages

DOUBLE/SINGLE CAR GARAGE WITH 3 1/2" CONC FLOOR, STEEL INSULATED RSD PNL GARAGE DOOR, PREWIRE FOR OPENER

Walks and Driveways

Driveway width 16' base material DIRT thickness _____ surfacing material POURED CNCRTE, thickness 3.5"

Front walk width 36" material CONCRETE thickness 3.5" Service walk width 24" material CONCR. thickness 3.5"

Steps material CONCRETE treads 10" risers 7 3/4" Cheek walls _____

Other Onsite Improvements

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)

As per city codes

Landscaping, Planting, and Finish Grading

Topsoil 2" thick [X] front yard [X] side yards [X] rear yard to 5-10 ft around feet behind main building

Lawns (seeded, sodded, or sprigged) [ ] front yard _____ [ ] side yards _____ [ ] rear yard _____

Planting [ ] as specified and shown on drawings [ ] as follows:

2 Shade trees deciduous 1 1/2 caliper

_____ Low flowering trees deciduous _____ to _____

_____ High-growing shrubs deciduous _____ to _____

_____ Medium-growing shrubs deciduous _____ to _____

_____ Low-growing shrubs deciduous _____ to _____

_____ Evergreen trees _____ to _____ B & B

_____ Evergreen shrubs _____ to _____ B & B

_____ Vines, 2-year _____

Other

owners expenses=landscaping, grass, trees

Identification—This exhibit shall be identified by the signature of the builder, or sponsor, and/or the proposed mortgagor if the latter is known at the time of application.

Date (mm/dd/yyyy) May 25, 2012 Borrower Signature Maria Salazar

Eduard R Salazar & Maria D. Salazar.

Builder Signature Rosegen Hernandez (Owner)

BID PROPOSAL

Eduarda Salazar
Applicant's Name (Owner)

Lot # 27 San Anastacio Estates
Legal Description

707 Aurora Dr, Alamo, TX 78516
Physical Address

In compliance with this cost proposal dated 5-25-12, the undersigned hereby proposes to furnish the material and perform in a workman like manner, all work for the Owner as follows:

ITEM	PRICE
SINGLE FAMILY DWELLING	$ 106,000 =
LOT	$ 18000 00
SITEWORK Wooden, Ceder, Fence.	$ 6,000 00
SURVEY	$
TOTAL COST	$ 130,000 00

Contractor agrees that this total cost is good for 120 days from the date of this proposal and to execute Form FmHA 1924-6, "Construction Contract", in accordance with the proposal, as accepted, within 10 days after the contract has been presented for signature.

OWNER EXPENSES NOT COVERED IN THIS BID:

ITEM	PRICE
Water & Sewer fees	$ 380 =
Fire & Ext. House Ins.	$ 800 =
	$
TOTAL	$ 1180 00

The Contractor further agrees that upon the date of execution of the construction contract to commence work within 10 days and will complete the work within 120 days.

Galleria Home Builder
FIRM

BY: [signature]

P.O. Box 328
Business Address

La Blanca, TX 78558
City, State, ZIP Code

COST PROPOSAL FOR CONSTRUCTION CONTRACT

Maria Salazar DATE. 5/25/12

Applicant's Name (Owner)

Eduardo Salazar; Maria Salazar.

This CONSTRUCTION COST PROPOSAL is subject to the conditions contained herein and is a proposal for furnishing all materials and performing all work for the Owner.

Complete plans and specifications are to be provided by the contractor to the OWNER (one set) and Farmers Home Administration (FmHA) (one set). A site plan, foundation plan, and house construction plan is to be included in each set of plans and specifications.

Form FmHA 400-6, "Compliance Statement", will be signed by the contractor as a condition of this proposal.

Liquidated damages for delay will be established by FmHA in accordance with it's regulations and inserted on Form FmHA 1924-6, "Construction Contract".

Partial payments will be made at the foundation, framing, and final inspections upon FmHA acceptance. The final 10% (percent) payment will be paid thirty (30) days from the date of the final inspection upon receipt of the required documentation which is to be furnished by the contractor.

Construction costs must be submitted on page two (2) of this form. The contractor will be required to execute Form FmHA 1924-6, "Construction Contract", at the pre-construction conference and must comply with the "Notice of Affirmative Action to Ensure Equal Employment Opportunity", the "Equal Opportunity Clause", published at 41 CFR 60-1.4 (a) and (b), and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications", required by E.O. 11246.

The right is reserved, as the interest of the OWNER may require, to reject any and all proposals, to waive any informality, and to accept or reject any item of any proposal unless such proposal is qualified by specific limitation. It is agreed that the OWNERS effect to obtain a loan constitutes a part of their consideration and there will be no liability to the contractor for this cost proposal, if a loan cannot be processed by FmHA.

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 13TH day of August 2013, between the County of Hidalgo, State of Texas ("County") and *Ricardo Javier & Sandra J Trujillo* .("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 35 Tower Landing Subdivision Phase I, Alamo TX, 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

Approved as to form Steve Crain, Atlas Hall & Rodriguez: September 2012

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 $ 10,000 ("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

_____

Ricardo Javier Trujillo

_____

Sandra J Trujillo

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Ricardo Javier Trujillo** 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 **Sandra J Trujillo** 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 35 Tower Landing Subdivision, Phase I Alamo, TX, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

A & A BUILDERS, L.L.C.

1315 W Polk Ave. Suite#20 ♦ Pharr, TEXAS 78577 ♦ BUS: (956) 782-2494 ♦ FAX: (956) 782-2446

BID PROPOSAL

Applicant's Name (Owner): ***Ricardo Javier Trujillo***

Legal Description: ***Lot #35 Tower Landing Estates Phase I***
Alamo, Hidalgo County, Texas 78516

Physical Address: ***524 Elena Lane***
Alamo, Hidalgo County, Texas 78516

In compliance with this cost proposal dated 6/20/12 the undersigned here by propose to furnish the material and perform in a workman like manner, all work for the Owner as follows:

SQUARED AREA

Living Area	1646.0	sq. ft.
Porch Area	53.0	sq. ft
Patio Area	0.0	sq. ft.
Garage Area	277.2	sq. ft.
Total Area	1981.5	sq. ft

ITEM	PRICE
SINGLE FAMILY DWELLING	$ 103,015.00
LOT	$
SITE WORK AND LANDSCAPING	$
SURVEY	$
TOTAL COST	$ 103,015.00

Contractor agrees that this total cost is good for 90 days from the date of this proposal and to execute FORM FMHA 1924-6, "Construction Contract", in accordance with the proposal, as accepted, within 10 days after the contract has been presented for signature.

OWNER EXPENSES NOT COVERED IN THIS BID:

ITEM	PRICE
PLANS COST	$ as per designer
SURVEY FOUNDATION DETAIL ESTIMATED COST	as per engineer
COOLING AND HEATING DUCT LAYOUT PLAN	$ 75.00
LOT CLOSING AND OTHER LEGAL FEES	as per attorney
WATER AND SEWER TAPS	as per city
UTILITY DEPOSITS	as per city

The contractor further agrees that upon the date of execution of the construction contract to commence work within 14 days and will complete the work with in 5 months of starting date given.

Ricardo Javier Trujillo

7/2/12
Date

Alejandro Flores dba
A & A Builders, L.L.C.

7/2/12
Date

A & A Builders, L.L.C.
FIRM

1315 W Polk Ave. Suite # 20
BUSINESS ADDRESS

Pharr, Texas 78577
CITY, STATE, ZIP CO

Form RD 3550-34
(03-04)

FORM APPROVED
OMB NO. 0575-0172

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

OPTION TO PURCHASE REAL PROPERTY

1. In consideration of the sum of $ 500.00 Earnest Money in hand paid, the undersigned (hereinafter called the "Seller"), who covenants to be the owner thereof, hereby, for the Seller and the Seller's heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

Ricardo Javier Trujillo 501 S. Jasmine Apt. 302 McAllen, TX 78501
(Buyer's Name, Address, Telephone Number)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Hidalgo County, State of Texas : Physical Address 524 Elena Lane Alamo, TX

(See attachment for full legal description)

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others: (See attachment for a full statement of all reservations and exceptions.)

2. The option is given to enable the Buyer to obtain a loan made by the United States of America, acting through the Rural Housing Service, hereinafter called the "Government," for the purchase of said property. It is agreed that the Buyer's efforts to obtain a loan constitute a part of the consideration for this option and any down payment will be refunded if the loan cannot be processed by the Government or insured because of defects in the title or other land now owned by, or being purchased by, the buyer.

3. The total purchase price for said property is $ 19,500.00 ; said amount ☑ includes ☐ excludes the dollar amount mentioned in paragraph 1.

4. The Seller agrees to pay all normal selling expenses for the above-mentioned county. ☐ Except for the following as agreed upon by both parties. (Attach list of closing costs to be paid by each party.)

5. Upon Buyer's exercise of the option, the Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government.

6. ☑ Taxes and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction and paid by the seller. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation. ☑ Any different tax agreement is attached.

7. This option may be exercised by the Buyer at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to the Seller(s). The offer herein shall remain irrevocable for a period of 6 months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the 6 months irrevocable period provided herein by giving to the Buyer ten (10) days written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after the Buyer receives such notice shall constitute a valid acceptance of the option. Possession of described property will be at Loan Closing. Closing will be scheduled to occur within 30 days of Buyer's exercise of this option unless the parties otherwise mutually agree in writing.

8. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

9. ☐ ~~The Seller agrees to furnish at Seller's expense (unless other agreements were made in the attachment to paragraph 4), to the Buyer a certificate from a reliable firm certifying that the following described building(s) covered by this option (a) is now free of infestation by wood destroying pests and organisms, and (b) either is now free of unrepaired damage from wood destroying pests and organisms or has suffered unrepaired damage from such cause which is specifically described in the certificate during the option period.~~

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

10. The Seller agrees to furnish, at the Seller's expense (unless other agreements were made in the attachment to paragraph 4) to the Buyer evidence from the Health Department or an approved reliable and competent source that the waste disposal system for the dwelling is functioning properly, and the water supply for domestic use meets State Health Department requirements.

11. ☑ Other (see attached)

LEAD-BASED PAINT INSPECTION/RISK ASSESSMENT

☐ Buyer has received the form "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards."

☐ Buyer has been informed that the property was constructed after Jan 1, 1978, and should not contain lead-based paint or lead-based paint hazard; or

☐ Buyer has been informed that the property was constructed before 1978, and may contain lead-based paint.

☐ Buyer has received a copy of the pamphlet "Protect Your Family From Lead in Your Home."

☐ Buyer has been advised of their rights regarding lead-based paint inspections and risk assessments, and

☐ Buyer has waived opportunity to have an inspection and/or risk assessment to check for the presence of lead-based paint or a lead-based paint hazard; or

☐ Buyer would like a lead-based paint inspection and/or lead-based paint risk assessment. The contract will be contingent on the results of the lead-based paint inspection and/or lead-based paint risk assessment.

☐ Contingency will terminate 10 days after this contract is accepted unless buyer or selling agent deliver written contract addendum listing deficiencies and corrections needed.

☐ Seller shall indicate in writing within 10 days of delivery of an addendum whether they will correct the condition(s) or make a counter offer.

☐ If the seller will not make corrections or makes a counter offer, the buyer shall have 3 days to respond or remove the contingency. The buyer may remove a contingency at any time without cause.

IF THIS OFFER IS NOT ACCEPTED BY THE SELLER(S), THE EARNEST MONEY WILL BE RETURNED TO THE BUYER(S). THIS IS A LEGAL AND BINDING CONTRACT.

We, the undersigned, have read the Informational Disclosure and Acknowledgment form and completed the blanks to the best of our knowledge.

JAMES C. KELLER
(Seller's printed name and telephone number)

James C Keller
(Seller's printed name and telephone number)

James C Keller
(Seller's Signature)

6-8-12
Date

(Seller's Signature)

Date

(Buyer's Signature)

05-18-12
Date

(Buyer's Signature)

5-18-12
Date

RECEIPT DATE 5/18/15 No. 35

RECEIVED FROM Rita de Jesus Trujillo $ 500.00

Five Hundred DOLLARS

○ FOR RENT
● FOR Earned on Tower Location #3

ACCOUNT	
PAYMENT	500.00
BAL. DUE	-0-

● CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY Guillermo Ulloa

3-11

ADDENDUM TO USDA CONTRACT

Buyer:

Ricardo Javier Trujillo
501 E. Jasmine Apt. 302
McAllen ,TX 78501

Full Legal Description:

Tower Landing Subdivision, Lot #35, City Of Alamo, Hidalgo County, Texas
524 Lane Alamo, Texas 78516

Statement of all reservations and exceptions:

- Building and use restrictions of Tower Landing Subdivision
  Living A/C area to be 1,200 or greater, One (OR) Two Car Garage,
  Buyer to install a cedar-perimeter fence upon completion of construction.
- Existing easements, building setbacks and reservations as shown according to The map or plat thereof recorded in Volume 48, Page 145, and Map Records of Hidalgo County, Texas
- Zoning and building ordinances in favor of the City of Alamo.

Closing cost to be paid by each party:

- Borrower will pay the appraisal fee, survey fee, title policy fee, and their share of attorney closing costs.
- Seller will pay for own share of attorney closing costs and tax certificates and any delinquent and/or prorated taxes that incurred from January 1, in the year of closing.

R. Trujillo
Ricardo Javier Trujillo

05-18-12
Date

Construction Company:

A&A Builders, L.L.C.
1315 W. Polk Ave. Ste. #20
Pharr, Texas 78577
(956) 782-2494 Office
(956) 782-2446 Fax
Zulema Alonzo (manager)

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 13th day of August 2013, between the County of Hidalgo, State of Texas ("County") and *Juana Ortiz.*("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 10 Block 2 South Alamo Village Subdivision, Alamo 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

Approved as to form Steve Crain, Atlas Hall & Rodriguez: September 2012

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 $ 10,000 ("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

_____

Juana Ortiz

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Juana Ortiz 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 10 Block 2 South Alamo Village Subdivision, Alamo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

STATE OF TEXAS
COUNTY OF HIDALGO

BUILDERS CONTRACT

THIS CONTRACT AND AGREEMENT ENTERED INTO THIS June 20 2012,

BY AND BETWEEN Juana Ortiz

_____ HEREIN REFERED TO AS "OWNERS" AND

JOHN GAYTAN HEREIN REFERRED TO AS "CONTRACTOR."

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE SUM OF $ 75,640.00 HEREIN CONTRACTED TO BE PAID BY OWNERS TO CONTRACTOR, CONTRACTOR AGREES TO CONSTRUCT A NEW RESIDENCE ON THE HEREIN AFTER DESCRIBED PROPERTY, AND THE PARTIES DO CONVENANT AND AGREE AS FOLLOWS:

1. IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS HERETOFORE AGREE UPON BY AND BETWEEN THE PARTIES HERETO, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, CONTRACTOR AGREES TO CONSTRUCT THE ABOVE MENTIONED NEW RESIDENCE ON THE HEREIN AFTER DESCRIBED PROPERTY IN HIDALGO COUNTY, TEXAS, TO-WIT:

LOT - 10 , Blk - 2,
South Alamo Village Sub.
HIDALGO, TX.

SAID CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE TIME NOT TO EXCEED 120 DAYS AFTER THE COMMENCEMENT OF CONSTRUCTION AND SHALL BE CONSTRUCTED BY CONTRACTOR IN ACCORDACE WITH GOOD AND WORKMAN LIKE STANDARDS GENERALLY ACCEPTED IN THIS AREA: UNLESS ACTS OF GOD MAKE IT INADVISABLE TO COUNTINUE CONSTRUCTION.

2. CONTRACTOR/BUILDER AGREES TO CARRY BUILDER'S RISK INSURANCE PENDING COMPLETION OF THE IMPROVEMENTS HEREIN CONTEMPLATED.

3. NO CHARGE OF ANY KIND SHALL BE MADE BY CONTRACTOR BEYOND OR IN EXCESS OF THE ABOVE MENTIONED CONTRACT PRICE FOR FULL PERFORMANCE OF THIS CONTRACT, UNLESS OWNERS SHALL ALTER THE AFORESAID PLANS AND SPECIFICATIONS, IN WHICH CASE THE VALUE OF SUCH ALTERATIONS SHALL BE ADDED TO THE AMOUNT TO BE PAID UNDER THIS CONTRACT OR DEDUCTED THEREFROM AS THE CASE MAY REQUIRE, IT BEING EXPRESSLY UNDERSTOOD, HOWEVER, THAT NO EXTRA WORK SHALL BE PERFORMED OR ANY EXTRA MATERIALS FURNISHED BY CONTRACTOR UNLESS BOTH PARTIES AGREE TO SUCH ALTERATIONS AND THE AMOUNT OF INCREASE OF DECREASE IN THE CONTRACT PRICE, IN WRITING, PRIOR TO SUCH CHANGES OR ALTERATIONS.

4. THE MECHANIC'S LIEN CONTRACT AND NOTE EXECUTED SIMULTANEOUSLY WITH THE EXECUTION OF THIS CONTRACT WILL BE ASSIGNED BY CONTRACTOR TO _____, FOR INTERIM FINANCING. THE INTERIM INTEREST AND TITLE BINDER WILL BE PAID BY OWNERS.

5. THE TOTAL CONSIDERATION FOR CONSTRUCTION OF THE NEW RESIDENCE ON THE AFORESAID PREMISES SHALL BE PAID UPON COMPLETION OF THE CONSTRUCTION ACCORDING TO THE PLANS AND SPECIFICATIONS.

6. IT IS UNDERSTOOD AND AGREED BETWEEN PARTIES HERETO THAT UPON COMPLETION OF THE IMPROVEMENTS, CONTRACTOR WILL FURNISH PAID RECEIPTS FROM SUPPLIERS OR AFFIDAVIT THAT ALL BILLS FOR LABOR AND MATERIALS HAVE BEEN PAID FOR AND THAT NO OUTSTANDING LIENS OR CLAIMS AGAINST PROERTY EXIST.

7. IT IS UNDERSTOOD THAT AS SOON AS THE ABOVE DESCRIBED IMPROVEMENTS ARE COMPLETED, CONTRACTOR SHALL NOTIFY OWNERS OF SUCH FACT AND OWNERS SHALL PROMPLY INSPECT AND ACCEPT OR REJECT THE SAME. THE ONLY BASIS FOR REJECTION SHALL BE NON-CONFORMITY WITH THE PLANS AND SPECIFICATIONS HEREIN ABOVE REFERRED TO, OR WITH ANY PROVISIONS OF THIS CONTRACT.

8. EITHER PARTY HERETO SHALL BE ENTITLED TO DEMAND SPECIFIC PERFOMANCE OF THIS CONTRACT.

WITNESS OUR HAND THE **June 20, 2012.**

OWNER--- **Juana Ortiz**

JOHN S. GAYTAN
BUILDER/CONTRACTOR

AI-39991 **Urban County 7. B.**

CC CONSENT

Meeting Date: 08/13/2013

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 Elsa under the HOME Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Dion Okdie Deferred Loan – Disabled Rehab.	EL #25-12-01	Elsa Precinct #1	HOME 2012	Lot 6 Yellow Jacket Estates, Phase 1, an addition to the City of Elsa, Hidalgo County Texas.

Attachments

Dion Okdie

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2013 10:49 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Mary Flores Started On: 07/31/2013 04:33 PM

Final Approval Date: 08/09/2013

Housing Rehab Program

ENTITY: City of Elsa

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 met all program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn. The following is a profile of the family.

Dion Okdie
EL #25-12-01

Family of one (1)	
Applicant's age is 37	
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- Disabled
Number of Bedrooms:	2
Square Feet:	1430 (Rehab)
Total annual household income:	$ 10,056.00
HUD Income Limits (family of 1):	$ 28,300.00

Existing Dwelling: 2 bedrooms frame home, built in 2007.

RECOMMENDATION:

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

AI-40113 **Budget and Management 8. A.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 07/16-31/2013 in the amount of $ 31,163.79 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Org

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:25 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 05:04 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Flora Vazquez Started On: 08/08/2013 09:06 AM

Final Approval Date: 08/09/2013

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

August 1, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 92032

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 7/16-7/31/13 (Check#514493-514585) are in accordance with out contract with Hidalgo County Exhibit A, dated July 1st	31,163.79
TOTAL CURRENT CHARGES	$ 31,163.79
Previous Balance Due	$ 51,395.93

Payments and Credits

07/26/13	Payment received - thank you	51,395.93CR
	Total Payments and Credits	$ 51,395.93CR
	Total Balance Due	$ 31,163.79

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 7/16-7/31/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	19				3,598.71
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	155				27,565.08
					Grand Total:	174				31,163.79

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: July 16-31, 2013 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 31,163.79 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 07/16-31/2013

(Check# 514493-514585)

1). Hidalgo County	$ 27,565.08	
2). Hidalgo County Headstart Program	$ 3,598.71	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 31,163.79

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of August 13, 2013 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 118,836.21

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vasquez — 08/08/2013
Employee Benefits Director — Date

Budget Officer — 08/08/213
Date

Commissioner's Court Approval — Date

AI-39920 **Purchasing Department 9. A.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)- "Mailing Services"- through RFB No.: 2013-203-00-00-SGS including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

1.Current contract expires: December 31, 2013
2. New contract will commence on January 01, 2014
3. Proposed schedule of events:
1st Advertisement: August 17, 2013
2nd Advertisement:August 24
Bid Opening date: September 04, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-001-0-535

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

BUDGETARY IMPACT:

I.T. -$23.62 as of 08/08/13
Services will commence in January 2014. On an "as needed basis"

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-535

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

BUDGETARY IMPACT:

Facilities Management - $ 246.89 as of 08/08/13
Services will Commence in January 2014. - on as "as needed basis"

Attachments

Memo, Specs, Legal Notice, Draft- etc

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:29 PM

Budget & Management	Obdett Calzada	08/07/2013 03:49 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Sandy Suarez Started On: 07/26/2013 01:23 PM

Final Approval Date: 08/09/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: Renan Ramirez,
Hidalgo County IT Department

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

Date: June 19, 2013

Re: **Approval or Disapproval of Specifications for: RFB NO.: -2013-203-00-00-SGS - Hidalgo County (all funding sources, program & entities) -"Mailing Services"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department no later than June 28, 2013, by 4:00 P.M. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE x	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: x YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 3-1100-X-415-00-200-001-0r535

	RENAN RAMIREZ	I.T.	07/01/2013
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 OR EMAIL TO: sandy.suarez@co.hidalgo.tx.us

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUN 19 2013
BY

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Daniel Flores,**
Hidalgo County Facilities Management

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

Date: **June 19, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: -2013-203-00-00-SGS - Hidalgo County (all funding sources, program & entities) -"Mailing Services"**

Please review the following **SPECIFICATIONS** **and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and **return** the revised copy to the designated Buyer in the Purchasing Department, no later, June 28, 2013, by 4:00 P.M. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 3110-419-40-220-001-0-535

	David Flores	ZZC	6/19/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 OR EMAIL TO : sandy.suarez@co.hidalgo.tx.us,

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
"MAILING SERVICES"
BID NO. 2013-203-07-00-SGS

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide services in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. These services will be on an "As Needed Basis".

The Following are the Minimum Specifications for "Mailing Services" for Hidalgo County:

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an "as needed basis".**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedures for both the Hidalgo County Courthouse and Administration Building to date; has been that the Facilities Management personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room, where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, over-night packages, etc.) to ensure that all reduced rates that the vendor receives are passed onto Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier. All** mail will be picked up and delivered on **all** government operating days; on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the opting Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, on an **"as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

DRAFT

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for the period beginning ***January 1, 2014*** and ending on ***December 31, 2014*** and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and on an "**as needed,"** basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

7. **All cost and expenses associated with the preparation and submission of (RFBs, proposals, statements of qualifications(RFQ) and quotes shall be the responsiblitiy of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

8. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County 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.

13. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

DRAFT

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us , BY NO LATER THAN 5:00 P.M. on DAY, Month 00, 2013, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **DAY, Month 00, 2013**

DRAFT

REQUEST FOR BIDS

HIDALGO COUNTY

"MAILING SERVICES"

Bid No: 2013-203-00-00-SGS

BID OPENING DATE: MONTH 00, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY–"MAILING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2013-203-00-00-SGS HIDALGO COUNTY–"MAILING SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, MONTH 00, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2013-203-00-00-SGS HIDALGO COUNTY–"MAILING SERVICES".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any) and Contract Number
  d) Notation - **HIDALGO COUNTY–"MAILING SERVICES"** Descriptive information as to the items or services delivered,

including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MONTH 00, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head

or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be

extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MAILING SERVICES"
BID NO.:2013-203-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-203-00-00

THIS CONTRACT is made and entered into this ___ day of ____, **2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "Mailing Services (on an as needed basis)" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

DRAFT

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 1, 2014** and ending on **December 31, 2014,** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

DRAFT

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

DRAFT

1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company **VENDOR'S NAME**
ADDRESS

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

DRAFT

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

By:_____
Stephen L. Crain

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EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

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EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Zimbra **obdett.calzada@co.hidalgo.tx.us**

RFB No.: 2013-203 - Mailing Services" Legal Approval - AI#39920

From : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us> Thu, Aug 08, 2013 11:51 AM

Subject : RFB No.: 2013-203 - Mailing Services" Legal Approval - AI#39920 1 attachment

To : Obdett Calzada <obdett.calzada@co.hidalgo.tx.us>

Good Morning Obie,
Attached you will find the Legal Approval for my Agenda Back up on Agenda Item 39920 for Comm Crt. 08/13/13.

Thank you!
Sandy

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Friday, July 26, 2013 12:50:03 PM
Subject: Fwd: RFB No.: 2013-203 - Mailing Services" Request for a Draft agreement

---

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, July 26, 2013 12:01:13 PM
Subject: RE: RFB No.: 2013-203 - Mailing Services" Request for a Draft agreement

The draft contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, July 26, 2013 11:38 AM
To: Steve Crain
Subject: Fwd: RFB No.: 2013-203 - Mailing Services" Request for a Draft agreement

Mr. Crain:

Attached for your review is the draft agreement and Specifications for Mailing Services. Please

review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, July 2, 2013 3:53:15 PM
Subject: RFB No.: 2013-203 - Mailing Services" Request for a Draft agreement

Good Afternoon Rocio,

Attached you will find the Memo of Approvals & Specifications for the above referenced project. Please let this request serve as an Official request for a Draft contract.

Any questions or concerns, please let me know.

--

Sincerely,

Sandy Suarez, Buyer II

Hidalgo County Purchasing Department

2802 S. Bus Hwy. 281

Edinburg, TX. 78539

(956) 318-2626 ext. 4860

(956) 292-7612 fax

sandy.suarez@co.hidalgo.tx.us

C-13-203-00-00-Draft Agreement.doc
37 KB

AI-39764 **Purchasing Department 9. B.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the environmental service agreement with Veolia ES Technical Solutions L.L.C. as reviewed and approved by legal with Veolia ES Technical Solutions for the amount of $4,556.25 through Requisition # 239537 for the disposal of 15 waste barrels located within PCT #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-124-001-0-339

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

BUDGETARY IMPACT:

Ref Req# 239537

Attachments

REQUISITION

AGREEMENT

LEGAL LETTER

req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 02:42 PM
Budget & Management	Obdett Calzada	08/07/2013 03:45 PM
Obdett Calzada	Obdett Calzada	08/08/2013 01:14 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Lisa Vela Started On: 07/17/2013 04:58 PM

Final Approval Date: 08/09/2013

Requisition

Req # 00239537

PO #

Date: 07/02/13

Bill To: x
x

Vendor : 412511

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C
700 EAST BUTTERFIELD ROAD
LOMBARD IL 60148
FAX (281)427-5367

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No:

Special Instructions:
Pct 4 Req # 955

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Pct. 4 Disposal of Paint Waste DO NOT DUPLICATE ORDER		
15.00	EACH	OM Disposal of Drums: Paint waste latex with oil based paint (Class 1) 1/3 Solid Pumpable/purable	85.00	1,275.00
2.00	EACH	OM Labor- 2 Man Crew @ $135.00/ hr.	900.00	1,800.00
15.00	EACH	OM Overpacks- $120.00/85 gallon metal overpack	36.00	540.00
1.00	EACH	OM Transportation: $750.00/stop (plus fuel surcharge based on current DOE rate, currently at 25.5%)	750.00	750.00
1.00	EACH	OM Fuel Surcharges	191.25	191.25
		This is an estimate only and may vary depending on acutal quantities and validation. Payment terms are net thirty (30) days and all past due amounts will bear interest at 1.5% per month or the maximum rate allowed by law, whichever is less. Existing contract terms may supersede this agreement.		
		Account No	Encumbrance	
		3-1100-432-00-124-001-0-339	4,556.25	
			Freight	.00
			Total	4,556.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ENVIRONMENTAL SERVICES AGREEMENT (*modified)

This Services Agreement ("Agreement"), which includes any exhibits attached to it, is made as of the date shown below between **Hidalgo County,** with offices at 1212 South 25th Street, Suite B, Edinburg, TX 78539, ("you", "your") and Veolia ES Technical Solutions, L.L.C., with offices at 1800 South Highway 146, Baytown, TX 77520, ("we", "us", our").

1. **SERVICES PROVIDED.** We will provide you with analytical, collection, management, transportation, disposal and/or recycling services for your waste materials ("Waste Material(s)") described in Waste Profile Sheets ("Profile Sheet(s)"). In addition, we agree that, when you seek the services of a company affiliated with us, we will arrange for that affiliated company to provide those services under the terms and conditions of this Agreement, so long as the affiliated company agrees to be bound by those same terms and conditions. You warrant that the Profile Sheet will contain a true and correct description of your Waste Material and that such Waste Material will conform to this description. In the case of Universal Wastes (as defined by 40 CFR 273.9), you must provide us with an accurate piece count for each of the items being shipped to us (lamps, bulbs, monitors, etc.). In the absence of the piece count on the shipping documents, the piece count made by us at the receiving facility shall be conclusive and final.

In the case of shipments of Universal Waste, we are authorized and hold the requisite permits to receive such Universal Waste at the facilities that will receive Universal Waste from you, all in conformance with 40 CFR 273.18(d), 40 CFR 273.38(d), and 40 CFR 264.12(b).

If your Waste Material does not conform to the descriptions in the Profile Sheet ("Non-conforming Waste"), we can, at our option, return it to you or require you to remove and dispose of the Non-conforming Waste at your expense, and reimburse us for any expenses we have incurred. In the event we perform services on your premises, you will provide us with a safe workplace, and if we request that work areas be secured, you will be solely responsible for securing such work areas and for preventing anyone other than our personnel from entering the designated work areas.

If you package waste for shipment to us, you shall package such waste in accordance with U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations.

***2. INDEMNIFICATION. To the extent allowed by the Constitution and the laws of the State of Texas, we agree to indemnify, defend and save you harmless from and against any and all losses and liabilities which you incur or may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, (1) to the extent caused by our breach of this Agreement or any negligent act, negligent omission or willful misconduct of us, our employees, agents, contractors or anyone acting on our behalf, which occurs during the management, collection or transportation of your Waste Materials, or (2) as a result of the disposal of your Waste Materials in a facility owned by us or our affiliated companies, provided that, with regard to both (1) and (2) above, our indemnification obligations will not apply to occurrences involving Non-conforming Waste. To the extent allowed by the Constitution and the laws of the State of Texas, you agree to indemnify, defend and save us harmless from and against any and all losses and liabilities which we may incur or be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you, your employees, agents, contractors or anyone acting on your behalf in the performance of this Agreement.**

*3. **FEES.** You agree to pay us the fees set forth in Exhibit A or in any pricing document either signed by or otherwise consented to by the parties relating to the work performed by us under this Agreement in accordance with the payment terms of our invoice. This pricing document may include a fuel surcharge based on a nationally-recognized fuel pricing index. You agree to pay interest on any past due amounts at 1-1/2% per month or the maximum rate allowed by law, whichever is less. We may increase our fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. We will notify you in writing of fee increases before they go into effect. You can accept fee increases verbally, in writing or by your actions, such as your request for services under this Agreement after being notified of a fee increase. You and we agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be sensible or possible. If you or your representative (whom we believe in good faith is authorized by you) requests us to perform services which are not part of the initial scope of Services and we agree to perform those additional services, you agree that the request and our acceptance will constitute a change order and the fees shall be adjusted accordingly. You and we agree that, as soon as convenient thereafter, the parties will put the change order Services in writing, to be signed by the parties. New customers of our Electronics Recycling division placing orders under $300USD shall pay by credit card.

4. **TERM.** The term of this Agreement will be for one year from the date below, and will be automatically renewed for successive one-year terms. Either of us may terminate the Agreement by giving the other 30 days' written notice of termination.

5. **MISCELLANEOUS.** This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The warranties and indemnification made by each of us will survive termination of this Agreement. Both parties expressly stipulate that, to the extent allowed by law, any documents contemplated pursuant to this Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party. Such electronic signature shall be deemed to be an original signature and any document bearing an electronic signature shall be deemed to be a valid document bearing a signature affixed by hand.

The prevailing party will be entitled to reasonable attorneys' fees and court costs in any legal action relating to this Agreement which may arise between the parties. This Agreement supersedes any prior Agreements between us for locations and services covered by this Agreement, except for prior indemnifications and warranties. In the event of a conflict between the terms and conditions appearing on your purchase orders or other form order documents, this Agreement shall govern.

During the term of this Agreement and for one year thereafter, you agree to refrain from actively recruiting our employees who are involved in the performance of Services hereunder. In addition, you acknowledge and understand that we have invested considerable time and financial resources in locating, training and maintaining the most professional staff available in the industry. You also acknowledge that actual money damages would be difficult to ascertain and that breach of this non-solicitation clause would cause us significant harm. You therefore agree that in the event of a breach of this clause, you will pay liquidated damages to us in an amount equal to one year's salary of the employee(s) who is/are hired by you in breach of this clause.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties.

CUSTOMER

Signature: _____ Date: _____

Name: _____

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

Signature: _____ Date: _____

Name: _____

Zimbra **liza.lopez@co.hidalgo.tx.us**

Fwd: RE: Environmental Services Agreement

From : Martin Ramirez <martin.ramirez@mail.hchd.org> Tue, Jul 16, 2013 09:26 AM
Subject : Fwd: RE: Environmental Services Agreement
To : Darlene Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Cc : liza lopez <liza.lopez@co.hidalgo.tx.us>

Good Morning Darlene.

Here is the email Michael Garza sent me after the revised agreement was reviewed by him. Working on the rest right now.

Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Department
1212 S. 25th Street, Suite B
Edinburg, TX 78539
Main Line: (956) 318-2980
Office:(956) 292-7000 ext. 4082
E-mail: martin.ramirez@hchd.org

---- Original Message ----
From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
Sent: 6/21/2013 1:34:23 PM
To: "'Martin Ramirez'" <martin.ramirez@mail.hchd.org>
Cc: "'Darlene Betancourt'" <darlene.betancourt@co.hidalgo.tx.us>, josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: Environmental Services Agreement

Martin,

The added language regarding indemnification is sufficient. I approve as to form.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

****

Martin,

Paragraph 2 states that County will indemnify/hold harmless the vendor. This can be remedied by the addition of the following language at the beginning of the second sentence of the paragraph: "To the extent allowed by the Constitution and laws of the State of Texas..."

Should you have any questions or concerns, please do not hesitate to contact me.

Assistant Criminal District Attorney

Office of Criminal District Attorney

100 N Closner Rm 303

(956) 318-2313 ext. 3824

michael.garza@da.co.hidalgo.tx.us

****

Hi Josie

I have been asked to submit the attached Environmental Services Agreement from Veolia ES Technical Solutions, LLC for your review. The background information is that Precinct 4 has 15 drums (55 gallon each) of waste paint composed of co-mingled oil based and latex paint. These need to be disposed of appropriately since the material is too old and not usable. Apparently the source of the paint is the citizen's collection center that collects solid waste at no charge from precinct residents. Since landfills cannot accept liquid waste, the paint is not accepted by landfills. The precinct would take paint containers brought in by residents and pour the contents into drums. The remaining paint in the containers was then allowed to dry and harden which allows the containers to be disposed of at the landfill. This is a standard practice for collecting old paint for reuse instead of just disposing of it. Habitat for Humanity does this and offers the paint as a primer or low cost paint if color is not important. Unfortunately over the years the paint collected at Pct. 4 was never used and the drums were forgotten about.

I requested bids from three local companies (only two responded) and Veolia ES. Veolia ES offered the best price for disposal at approx. $4600.00 which is significantly less than the two local companies. Please let me know if you any questions. Thanks.

Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Department
1212 S. 25th Street, Suite B
Edinburg, TX 78539
Main Line: (956) 318-2980
Office:(956) 292-7000 ext. 4082
E-mail: martin.ramirez@hchd.org

Requisition

Req # 00239537

PO #

Date: 07/02/13

Bill To: x
x

Agnda 39764

Vendor : 412511

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C
700 EAST BUTTERFIELD ROAD
LOMBARD IL 60148
FAX (281)427-5367

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

4/20

Contract No:

Special Instructions:
Pct 4 Req # 955

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Pct. 4 Disposal of Paint Waste DO NOT DUPLICATE ORDER		
15.00	EACH	OM Disposal of Drums: Paint waste latex with oil based paint (Class 1) 1/3 Solid Pumpable/purable	85.00	1,275.00
2.00	EACH	OM Labor- 2 Man Crew @ $135.00/ hr.	900.00	1,800.00
15.00	EACH	OM Overpacks- $120.00/85 gallon metal overpack	36.00	540.00
1.00	EACH	OM Transportation: $750.00/stop (plus fuel surcharge based on current DOE rate, currently at 25.5%)	750.00	750.00
1.00	EACH	OM Fuel Surcharges	191.25	191.25
		This is an estimate only and may vary depending on acutal quantities and validation. Payment terms are net thirty (30) days and all past due amounts will bear interest at 1.5% per month or the maximum rate allowed by law, whichever is less. Existing contract terms may supersede this agreement.		
		Account No	Encumbrance	
		3-1100-432-00-124-001-0-339	4,556.25	
			Freight	.00
			Total	4,556.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Zimbra **liza.lopez@co.hidalgo.tx.us**

Fwd: RE: Environmental Services Agreement

From : Martin Ramirez <martin.ramirez@mail.hchd.org> Tue, Jul 16, 2013 09:26 AM
Subject : Fwd: RE: Environmental Services Agreement
To : Darlene Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Cc : liza lopez <liza.lopez@co.hidalgo.tx.us>

Good Morning Darlene.

Here is the email Michael Garza sent me after the revised agreement was reviewed by him. Working on the rest right now.

Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Department
1212 S. 25th Street, Suite B
Edinburg, TX 78539
Main Line: (956) 318-2980
Office:(956) 292-7000 ext. 4082
E-mail: martin.ramirez@hchd.org

---- Original Message ----
From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
Sent: 6/21/2013 1:34:23 PM
To: "'Martin Ramirez'" <martin.ramirez@mail.hchd.org>
Cc: "'Darlene Betancourt'" <darlene.betancourt@co.hidalgo.tx.us>, josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: Environmental Services Agreement

Martin,

The added language regarding indemnification is sufficient. I approve as to form.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

****

Martin,

Paragraph 2 states that County will indemnify/hold harmless the vendor. This can be remedied by the addition of the following language at the beginning of the second sentence of the paragraph: "To the extent allowed by the Constitution and laws of the State of Texas..."

Should you have any questions or concerns, please do not hesitate to contact me.

Assistant Criminal District Attorney

Office of Criminal District Attorney

100 N Closner Rm 303

(956) 318-2313 ext. 3824

michael.garza@da.co.hidalgo.tx.us

****

Hi Josie

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Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Department
1212 S. 25th Street, Suite B
Edinburg, TX 78539
Main Line: (956) 318-2980
Office:(956) 292-7000 ext. 4082
E-mail: martin.ramirez@hchd.org

Special Terms and Conditions

VEOLIA Environmental Services reserves the right to decline acceptance of the following:

- **Shock sensitive compounds, DOT Classified Explosives**
- **Etiological Materials**
- **Radioactive Materials**
- **Dioxin**
- **Kepone**
- **Certain Mercury Compounds**
- **Pentachlorophenol (Which carries an EPA code other than D037 or F032), it's derivatives and /or by products**
- **Pressurized gases that meet the EPA definition of reactivity**

We will assist you on a case by case basis in your efforts to properly manage these materials.

1. **County of Hildago must also comply with all applicable laws and regulations pertaining to generators of hazardous waste. VEOLIA Environmental Services will not accept improperly identified or unidentified materials.**

2. **The generator shall have obtained all applicable federal or state generator's identification numbers and state hazardous / non-hazardous waste numbers before waste shipment. VEOLIA Environmental Services will assist in this process if necessary.**

3. **The proposed pricing is based on the attached scope of work. Any deviation in type or quantity of material will be priced according to the issuance of a change order.**

4. **Disposal pricing given herein is contingent upon site approval of waste stream and waste stream received must conform to submitted profile/WIP. Surcharges will apply to nonconforming waste streams.**

5. **All drums considered not fit for transport according to DOT, 49 CFR requirements and/or leaking drums will be over-packed at a rate of $200 per drum and surcharged at 1.5 times the regular disposal price.**

6. **Conversion rate for containers sizes not quoted are as follows: 5 gal {0.4 x 55 gal price}, 10 gal {0.55 x 55 gal price}, 15 gal {0.6 x 55 gal price}, 20 gal {0.65 x 55 gal prices}, 30-35 gal {0.8 x 55 gal price}, 85 gal {1.5 x 55 gal price}. Sizes not listed will be rounded up to nearest size converted above.**

7. **Veolia assesses a Fuel Surcharge. The surcharge is evaluated and increased or decreased as necessary, on the first working day of the month based on the Department of Energy Diesel Fuel Hotline (202-586-6966 or www.eia.doe.gov) monthly survey fuel price averages. The surcharge will apply to transportation charges only.**

8. **Applicable waste fees and taxes will apply.**
9. **A 0% Energy and Security Fee will apply to all charges excluding government mandated fees, transportation and fuel surcharge.**

10. **VEOLIA Environmental Services will prepare all shipping documents (i.e. manifests, labels, packing slips, etc.), if required.**

Veolia ES Technical Solutions, L.L.C.
1800 S. Highway 146, Baytown, TX 77520
tel: 281.427.4099 - fax: 281.427.5367
www.VeoliaES.com

239537

Memorandum

To: Veronica Lopez
Precinct # 4

CC: Darlene Betancourt
Purchasing Department

From: Martin Ramirez MR
Environmental Compliance Department

Date: July 29, 2013

Re: Bids for disposal of waste paint drums at Precinct # 4 Citizen's Collection Center

---

Three bids were submitted to the county for the disposal of fifteen (15) 55-gallon drums of waste painted generated at the Precinct # 4 Citizen's Collection Center. The bidders were:

- Chemical Response and Remediation Contractors, Inc. (CRRC), P.O. Box 2686, Harlingen, TX 78551 submitted a bid of $3,645.00. Their proposal was for the identification, segregation, and inventory of the drum's contents but not disposal.
- Chemsol Services, Inc., P.O. Box 533207, Harlingen, TX 78553 submitted a bid of $16,822.50 for preparation of the drums (packaging, labeling, and paperwork) and disposal.
- Veolia ES Technical Solutions, L.L.C., 1800 S. Highway 146, Baytown, TX 77520 submitted a bid of $4,556.25 for preparation of the drums (packaging, labeling, and paperwork) and disposal.

The bid submitted by CRRC is lower but it did not include the actual preparation and disposal of the drums. I recommend that the bid submitted by Veolia EC Technical Solutions, L.L.C. be accepted by the county for disposal of the drums.

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Pct. 1 Commissioner

Hector "Tito" Palacios
Pct. 2 Commissioner

Jose M. Flores
Pct. 3 Commissioner

Joseph Palacios
Pct. 4 Commissioner

Valde Guerra
Commissioner's Court
Executive Officer

Environmental
Compliance Office
1212 S. 25th Suite B
Edinburg, TX 78542-7223
Main Line: (956) 318-2980

Email: stormwater@hchd.org

HIDALGO COUNTY
STORM WATER PROGRAM
Protect storm water. It's everyones business.

Chemical Response &
Remediation Contractors, Inc.

P.O. Box 2686
Harlingen, Texas 78551
Office (956) 365-4252
Facsimile (956) 365-4412
24 Hour Emergency Response (866) 4ER-CRRC

April 17, 2013

Mr. Martin Ramirez
Hidalgo County
1212 S. 25th Street, Suite B
Edinburg, TX 78542
(956) 383-2980 (O)
martin.ramirez@hchd.org

Re: Waste Management – Phase 1
Precinct 4 Warehouse
1051 N. Doolittle Rd
San Carlos Warehouse
Edinburg, TX 78542
CRRC Proposal No: 10-13-5655

Dear Mr. Ramirez:

Chemical Response & Remediation Contractors, Inc. (CRRC) is pleased to submit the following proposal to provide Waste Disposal Services at the above referenced facility. CRRC proposes to provide our services in accordance with the following scope of work, schedule of fees, terms and conditions and attachments under the TIPS/TAPS Trades Contract No: 1032813, see enclosed information.

SCOPE OF WORK

Hidalgo County (HC) has accumulated a wide range of waste materials including hydrocarbon liquids, road base asphalt, paints, acids, bases and unknowns at the above referenced facilities. The recommended approach for the waste disposal is conducted in three (3) phases: Phase 1 is the identification, inventory and segregation of the materials; Phase 2 is the development of waste disposal options and Phase 3 is the actual disposal of the materials. Phase 2 can be prepared only after Phase 1 has been completed.

PHASE I – IDENTIFICATION, SEGREGATION AND INVENTORY

This project approach consists of six (6) tasks: **first**, inspect the integrity of the containers; **second**, identify materials by package labeling and/or MSDS information; **third**, segregate materials into hazardous and non-hazardous waste classifications and unknowns; **fourth**, create an inventory of the materials; **fifth**, use field analytical techniques to better identify or classify the unknowns; and **sixth**, prepare a project report.

If during the onsite activities, other potential environmental hazards are discovered, then HC will be notified as to scope of work, schedule and any associated costs.

PROPOSED BUDGET

CRRC proposes to carry out the above services based on the following detail:

Labor

HazMat Supervisor (8 hrs @ $60/hr)	$480.00
HazMat Supervisor (16 hrs @ $60/hr)	960.00
HazMat Technicians (2 for 16 hrs @ $50/hr)	1,600.00
Equipment	
Pickup Truck (2 @ $95 per day)	190.00
Fuel (2 @ $30 per day)	60.00
Remediation Trailer (2 @ $150 per day)	300.00
PPE Level C (3 @ $100 per person)	300.00
Materials	
Poly 6 mil (0.5 roll @ $110 per roll)	55.00
TOTAL	**$3,645.00**

No laboratory analytical costs are included for waste identification.

SCHEDULE

CRRC is prepared to initiate this project to meet your schedule.

If this proposal meets with your approval, please issue a purchase order.

Should you have any questions, please do not hesitate to contact me at (956) 535-9110.

Sincerely,
CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.

David A. Hanawa
President

By signature below, the Client, hereby accepts the above proposal and agrees to all of the terms, conditions and exhibits referred to and incorporated therein:

Accepted by:

_____
(Customer Name)

BY: _____
(Signature)

NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE (956) _____

OTHER ( ) _____

DATE: _____

Accepted by:

Chemical Response
& Remediation Contractors, Inc.

BY: David A. Hanawa

David A. Hanawa

President

P.O. Box 2686

Harlingen, Texas 78551

(956) 365-4252

(956) 365-4412

Alt. Contact: Joseph Flores

Check if applicable.

☐ Terms and Conditions agreed to in the contract previously executed between Chemical Response & Remediation Contractors, Inc. and the Client apply to this proposal (Contract Number CONTRACT NUMBER dated CONTRACT DATE). This proposal constitutes an authorized work order.

☒ The following terms and conditions (2 pages) apply to this proposal.

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.
CONTRACT TERMS AND CONDITIONS

1. **Services to be Performed.** Chemical Response hereby agrees to act as environmental services Contractor and to furnish all labor, materials, equipment and subcontracted items reasonably necessary to complete the Work described in the attached proposal. Chemical Response and Client may make changes in the Work to be performed hereunder from time to time by written modifications signed by both parties.

2. **Invoicing and Payment.** Unless otherwise specified in the proposal, invoicing and payment shall be as follows:

   a. Progress payments. Chemical Response may at its option submit periodic itemized invoices for charges accrued for work performed under the proposal, less prior payments received; provided, however, it shall not submit such invoices more frequently than daily. For Lump Sum Work, the amount due under each Progress or Final invoice shall be the percentage of such work completed times the lump sum price.

   b Final Invoice. After the work under an Order is completed and all charges for the associated subcontracts, vendor items, and reimbursable have been received by Chemical Response. Chemical Response shall issue a final invoice setting forth the total amount due for the work less prior payments received.

   c. Payment. Payment is due under each progress or final invoice upon receipt. Interest shall accrue on payments not received within thirty (30) days at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1½%) per month, or eighteen percent (18%) per annum. Chemical Response reserves the right to withhold delivery of reports and other project documentation pending receipt of payment.

3. **Responsibility for Payment.** Client agrees to make payment to Chemical Response for services rendered hereunder in the amounts and on the terms specified above and in the proposal, regardless of whether Client or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved and regardless of whether Client is entitled to reimbursement for such costs from his or from some other person's or entity's insurance carrier.

4. **Termination for Non-Payment.** In the event Client fails to make any payment when due under this Contract, Chemical Response may stop work and, may, at its option, terminate this Contract for non-payment and seek recovery of its damages from Client.

5. **Information and Authorization.** Client represents and warrants that it has furnished Chemical Response with all pertinent data and information concerning the work to be performed hereunder, the nature of Client's premises or site and the nature of the conditions to be remediated, including any special hazards or risks involved with such work, premises, site or conditions. All such information furnished is contained or referenced in the proposal.

6. **Permits, Access to Real Estate.** Client shall be responsible to secure any and all easements, licenses, rights of way, or other interests in real property necessary for Chemical Response to perform the Work. Client shall procure any and all applicable federal, state or local approvals, consents, permits, licenses and orders needed to enable Chemical Response to perform the work contemplated hereby.

7. **Compliance With Environmental Laws.** Client hereby warrants that all material, substances, or waste to be stored, treated and/or disposed of under this Contract is the sole and exclusive property of Client or other third party. Client further warrants that it is not subject to any legal or equitable restraint or order which prohibits the treatment, storage and/or disposal of such waste by any transporter or disposal facility.

   a. Client shall be solely responsible for the storage, handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of this Contract and for full compliance with provisions of the Resource Conservation and Recovery Act, as amended ("RCRA") and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, or disposal of waste or material.

   b. The parties hereto agree that Chemical Response is not and shall not be considered (i) the owner of material, substances, or wastes noted in the Proposal; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste; (iv) to have arranged for the transportation or disposal of any wastes, pollutants, or contaminants by virtue of the performance of this Contract or anything contained herein, as those terms are used in RCRA, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation,

storage, or disposal of materials or wastes.

c. In the event that Client requests Chemical Response 's assistance in meeting Client's obligations as set forth herein, Chemical Response as requested by Client may (i) collect samples and perform analytical testing to assist Client in the characterization of waste for the purpose of Client's manifests; (ii) identify a number of potential transporters and disposal facilities from which Client may select in accomplishing the transportation and disposal of collected waste; (iii) draft the technical provisions of contracts or purchase orders and prepare manifests implementing Client's selection of a transporter and/or disposal facility for review and execution solely by Client.

8. **Indemnity.** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party.

9. **Entire Agreement.** The properly accepted Proposal, the Attachments, these Terms and Conditions, and the Exhibits thereto comprise the complete Contract of the parties respecting the services to be performed. No engagements, promises, representations, or warranties have been made by either party except as is expressly stated in the Proposal and its Exhibits, and the parties hereby expressly disclaim all implied warranties. All modifications to this Contract shall be in writing, signed by both parties hereto.

10. **Venue.** The parties stipulate and agree that this Contract is entered into in Cameron County, Texas, and all payments due hereunder are due in Cameron County, Texas, and that venue to bring any proceeding for the enforcement hereof is proper in Cameron County, Texas.

11. **Arbitration.** Any controversy or claim arising out of or relating to this Contract or the breach hereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

12. **Attorney's Fees.** The prevailing party in any arbitration proceeding or litigation brought to enforce the provisions of this contract shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorney's fees and costs of suit from the non-prevailing party.

- End of Terms and Conditions

COOPERATIVE PURCHASING SYSTEMS

TAPS

RECOGNIZES

Chemical Response & Remediation Contractors, Inc.

As an Awarded Vendor For TRADES, TEMPORARY LABOR & MATERIALS Contract #1032813

Effective Date through 3/28/13-3/28/14

- **If this contract award is for Trades, Temporary Labor and Materials it will end on 3/28/14. No renewals are offered in this commodity category.**

(annual renewal of vendor contract for consecutive years will be based on sales and service during the contract period)

Dr. Ray Glynn
Executive Director
Region VIII ESC

ESC8

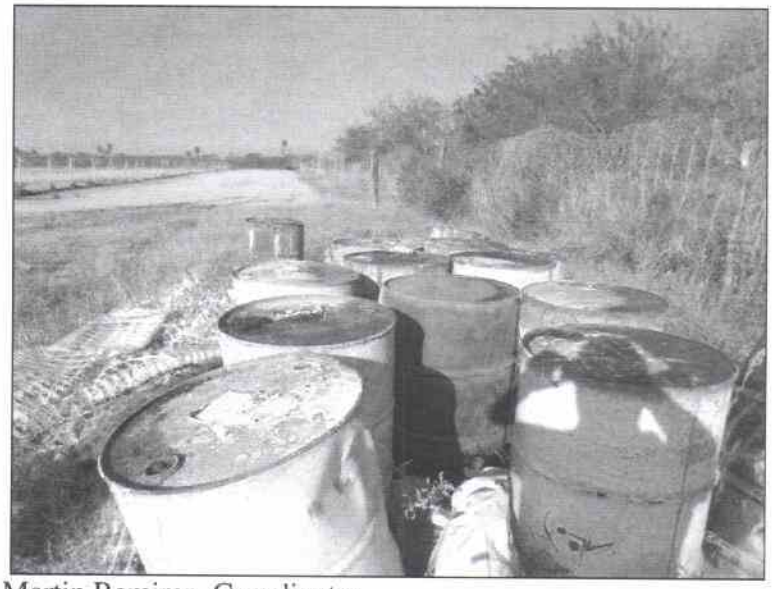
Visit www.tips-usa.com for details on this Awarded Vendor

CRRC - Environmental Services	
DESCRIPTION	Unit Cost
DSHS LICENSE per day	$100.00
PERSONNEL	
DSHS Licensed or Accredited Supervisor (per hour)	$60.00
Overtime, Weekend, Evening (after hours) Rate	$90.00
Holiday Rate	$120.00
DSHS Licensed or Accredited Techican (per hour)	$50.00
Overtime, Weekend, Evening (after hours) Rate	$75.00
Holiday Rate	$100.00
Technician (per hour)	$40.00
Overtime, Weekend, Evening (after hours) Rate	$80.00
Holiday Rate	$80.00
Clerical (per hour)	$30.00
Overtime, Weekend, Evening (after hours) Rate	$45.00
Holiday Rate	$60.00
EQUIPMENT	
Light Truck per day plus fuel	$65.00
Super Duty Crew Cab Truck per day plus fuel	$95.00
Remediation Trailer per day	$150.00
Multi-Rae 4 Gas Monitor with PID (per 8 hour shift)	$100.00
Confined Space Equipment, Tripod (per day)	$250.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	$50.00
HEPA Filtered Vacuums (per 8 hour shift) each	$50.00
HEPA Filtered Mercury Vaccum (per 8 hour shift) each	$150.00
Dehumidifiers (Driez 1200 or equivalent per 8 hour shift) each	$50.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	$50.00
Low Speed Floor Buffer (per 8 hour shift) each	$35.00
Airless Sprayer (8 hour shift) each	$50.00
Decon Shower System (per day) each	$100.00
MATERIALS	
6 mil Poly Sheeting (20'x100') per roll	$110.00
4 mil Poly Sheeting (10'x100') per roll	$65.00
Carpet Protector per roll	$80.00
Spray Adhesive per can	$7.00
Duct Tape per roll	$9.00
Mastic Remover (low VOC) per gallon	$15.00
Buffer Pads each	$15.00
Biocide (Shockwaver or equivalent) per gallon	$40.00
Microbial Retardant (Kiltz or equivalent) per gallon	$20.00
Microbial Encapsulant (After Shock or equivalent) per gallon	$50.00
Basic PPE (Disposable suit, hand, eye and foot protection) per worker per day	$25.00
PPE Level D (Basic plus Tyvek type suit, half-face respirator) per worker per day	$50.00
PPE Level C (Level D plus chemical CPF1 suit, full--face respirator) per worker per day	$100.00
PPE Level B (Level C plus chemical CPF3 suit, SCBA) per worker per day	$200.00
LABORATOR ANALYSIS	
Quoted based on requirements (Cost plus 15%)	
Sample Delivery (Overnight) each package	$50.00

DSHS - Department of State Health Services
PPE - Personal Protective Equipment
SCBA - Sefl Contained Breathing Apparatus
Standard Hours (Monday through Friday) 8AM to 5PM
Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule
All other equipment, materials and supplies will be charged at cost plus 15%
Mob/Demob and Standby Charges negotiated on a project by project basis.

CHEMSOL SERVICES, INC.

EST. 1999



Martin Ramirez, Coordinator
Hidalgo Co. Environmental Compliance Department
1212 S. 25th Street, Suite B
Edinburg, TX 78539
Main Line: (956) 318-2980
Office:(956) 292-7000 ext. 4082
E-mail: martin.ramirez@hchd.org

The photo is of an area identified as priority #1 by your office for disposal.
We provide: (15) 85 gallon salvage drum, onsite assistance to prepare drums for proper packaging, (8) bags vermiculate absorbent in accordance with DOT regulations, DOT & EPA shipping labels, waste profiling (minimum 10 days), shipping manifest, disposal (incineration), transportation on a consolidated scheduled load next available date June 20, 2013 and Texas disposal tax
Package Materials: $3825.00
Transportation: $622.50
Disposal Incineration: $2.65 per pound minimum $725.00 per drum * Note each drum will be weighed and all drums over 273 pounds will be billed at the per pound price of $2.65
Labor: $1500.00 labor to profile the waste, assist your personnel to package inside salvage drums and label.

We do not provide: Equipment to lift, move or load containers in this proposal. (Forklift); available upon request.

Respectfully

CHEMSOL SERVICES, INC.

EST. 1999

Tracy Odom
Sales Manager

PO BOX 533207
HARLINGEN, TX 78553

OFFICE: 956.440.7408
FAX: 956.440.7449

ENVIRONMENTAL SERVICES

TECHNICAL SOLUTIONS
NORTH AMERICA

Quote# T602013086
Customer # NEW
Generator # NEW

June 7, 2013

Martin Ramirez
Hidalgo County
1304 S. 25th Avenue
Edinburg, Texas 78542
956-318-2840 X-260
Martin.Ramierez@hchd.org

Subject: Disposal of Paint Waste

Dear Martin,

Veolia ES Technical Solutions, LLC is pleased to present the following price quotation for your review and acceptance. This quotation is based on information provided by County of Hildago.

Disposal:
Paint waste latex with oil based paint
$85.00/drum (Class 1) <1/3 solids pumpable/pourable
$135.00/drum (Class 2) >1/3<2/3 solids pumpable/pourable
$175.00/drum (Class 3) >2/3 solids unpumpable/unpourable

Latex only Drums
$210.00/drum

Labor:
$135.00/hour (2 man crew)

Overpacks:
$120.00/85 gallon metal overpack

Transportation:
$750.00/stop (plus fuel surcharge based on current DOE rate, currently at 25.5%)

This is an estimate only and may vary depending on actual quantities and validation. Attached special terms and conditions apply. Payment terms are net thirty (30) days and all past due amounts will bear interest at 1.5% per month or the maximum rate allowed by law, whichever is less. Existing contract terms may supersede this agreement.

Veolia reserves the right to modify this quotation upon written notice at any time after original thirty (30) days from date of issuance. Please sign as indicated below to signify acceptance of this pricing and return to:

Margie.ratcliff@veoliaes.com

Thank you for the opportunity to submit this proposal. Please call me at 409-289-2075. if you have any questions. We look forward to working with you. Thank you for your confidence in VES and our environmental philosophies. We deliver preferred solutions that protect people and improve the environment.

Sincerely,

Margie Ratcliff

Margie Ratcliff
Account Manager

Cc: Susie McDonald

Agreed to and Accepted by:

Veolia ES Technical Solutions	**County of Hildago**
_____	_____
Signature	**Signature**
David Michaelis	_____
Name	**Name**
Sales Manager – Gulf Coast Branch	_____
Title	**Title**
_____	_____
Date	**Date**

Veolia ES Technical Solutions, L.L.C.
1800 S. Highway 146, Baytown, TX 77520
tel: 281.427.4099 - fax: 281.427.5367
www.VeoliaES.com

For Veolia use only:

Service agreement on file _____yes _____no

Veolia ES Technical Solutions, L.L.C.
1800 S. Highway 146, Baytown, TX 77520
tel: 281.427.4099 - fax: 281.427.5367
www.VeoliaES.com

AI-39983 **Purchasing Department 9. C.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Hidalgo County Comm. Crt. Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings";

2. Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 under current contract C-13-225-07-09 with L&G Consulting Engineers, Inc. for the "On Call Services- MPO and HCRMA, Traffic Studies County Wide Projects" to reflect the amended Exhibit B-Scope of Services to be provided by Engineer and Exhibit "D-1 Fee Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Available funds through requistion # 241681.

Attachments

WA#1

Supplemental No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:42 PM
Budget & Management	Obdett Calzada	08/07/2013 03:51 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Rocio Villarreal Started On: 07/31/2013 02:59 PM

Final Approval Date: 08/09/2013

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-225-07-09
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L **& G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization will be based on an as per meeting attended basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D" Contract Rates and "D-1" Fee Schedule.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** 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 upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on June 11, 2013 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule (Omitted)
Exhibit D-1 - Fee Schedule

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2012

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 13
Principal	$ -	$ -
Senior Project Manager	$ 68.00	$ 215.40
Senior Engineer	$ 53.00	$ 167.89
Project Engineer	$ 39.00	$ 123.54
Senior Environmental Scientist/Specialist	$ 43.00	$ 136.21
Design Engineer	$ 36.00	$ 114.04
ROW Administrator	$ 34.00	$ 107.70
ROW Negotiator	$ 31.00	$ 98.20
EIT	$ 26.00	$ 82.36
Senior Engineer Tech	$ 25.00	$ 79.19
Environmental Scientist/ Specialist	$ 25.00	$ 79.19
Engineer Tech	$ 24.00	$ 76.02
CADD Operator / GIS Analyst	$ 21.00	$ 66.52
Admin/Clerical	$ 18.00	$ 57.02
Biologist	$ 16.00	$ 50.68

Overhead Rate: 182.83%
Profit Rate: 12.00%

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$50.00/day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

EXHIBIT "D-1"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$215.40	2	8 HOURS	$3,446.40
	HCRMA UPDATE STATUS & PROGRESS	$215.40	1	8 HOURS	$1,723,20
L&G HCMPO REPRESENTATIVE	HCMPO REPRESENTATION	$79.19	2	8 HOURS	$1,267.04
	HCRMA UPDATE STATUS & PROGRESS	$79.19	1	8 HOURS	$633.52
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	$57.02	2	2 HOURS	$228.08
	ADMINISTRATIVE PREPARATION-HCRMA	$57.02	1	2 HOURS	$114.04
	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$7,577.28**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY

Three/Four Approaches	$5,900.00/intersection	30

ITEM C. TRAFFIC SIGNAL WARRANT STUDY

Three/Four Approaches	$6,300.00/intersection	30

ITEM D. SPOT SPEED STUDY

Spot Speed Study	$2,800.00/location/ per direction of travel	15

ITEM E. LEFT TURN BAY WARRANT STUDY

Left Turn Warrant Studies	$4,700.00/intersection	30

L&G Engineering
Transportation Consultants

July 25, 2013

The Honorable Joe Flores
Commissioner, Hidalgo County Pct. No. 3
702 Breyfogle
Mission, Texas 78572

RE: On Call Services – HCMPO Contract No. C-13-225-07-09
Supplemental No. 1 to Work Authorization No. 1

Dear Commissioner Flores:

As approved by the Hidalgo County Commissioner's Court on July 9, 2013, to have L&G Engineering as the HCMPO Representative for the County of Hidalgo, attached find for your review and approval the following:

1.) Two signed originals of Supplemental No. 1 to Work Authorization No. 1 with the following attachments:
   - Exhibit B "Services to be provided by the Engineer" (REVISED)
   - Exhibit D-1 "Fee Schedule" (REVISED)

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-225-07-09

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc,** d/b/a **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 9th day of July, 2013 concerning professional engineering services for Engineering Services required for "On Call Services – MPO and HCRMA, Traffic Studies County Wide Projects for Hidalgo County hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 9th day of July 2013; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to serve as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents,

etc.) for prioritizing projects. The Engineer will update the County Judge and each Commissioner on the status of the progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing for Hidalgo County; and,

WHEREAS, it has become necessary to amend the Scope of Work as identified in EXHIBIT "B" – SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D-1" – FEE SCHEDULE of Work Authorization No. 1. The original Fee Schedule for Work Authorization No. 1 does not increase or decrease.

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "B" – SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER AND EXHIBIT "D-1" – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2013.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Ramon Garcia, County Judge

ATTACHMENTS:
EXHIBIT "B" – Scope of Services to be provided by Engineer (REVISED)
EXHIBIT "D-1" – Fee Schedule (REVISED)

REVISED

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. ~~The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing~~. *(Omitted & Removed - Supplemental No. 1 to Work Authorization No. 1)*

REVISED

EXHIBIT "D-1"

FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$215.40	2	8 HOURS	$3,446.40
	PROVIDE UPDATE TO COUNTY MPO POLICY REPRESENTATIVE	$215.40	2	4 HOURS	$1,723,20
L&G HCMPO REPRESENTATIVE	HCMPO REPRESENTATION	$79.19	2	8 HOURS	$1,267.04
	PREPARE INFORMATION, DOCUMENTS AND MAPS NEEDED FOR THE COUNTY MPO POLICY REPRESENTATIVE	$79.19	2	4 HOURS	$633.52
ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE PREPARATION-MPO	$57.02	2	2 HOURS	$228.08
	CLERICAL PREPARATION FOR THE COUNTY MPO POLICY REPRESENTATIVE UPDATE	$57.02	2	1 HOURS	$114.04
	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$7,577.28**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

AI-39895 **Purchasing Department 9. D.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment for invoice #20131589 in the amount of $9,559.73 for professional services submitted by TEDSI Infrastructure Group, Contract C-12-119-07-31 (WA#2) for the Dicker Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

Funding available through PO#690815 in the amount of $9,559.73 for TEDSI Infrastructure Group, Inc. as of 08/08/2013.

Attachments

Invoice #20131589

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:28 PM
Budget & Management	Obdett Calzada	08/07/2013 03:48 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Carlos Jasso Started On: 07/25/2013 10:38 AM

Final Approval Date: 08/09/2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

June 24, 2013
Project No: 2012-1118-02
Invoice No: 20131589

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-02 Dicker Road W.A. No. 2

Contract No. C-12-119-07-31
P. O. Number 690815
23rd Street to Jackson Road

Professional Services from May 01, 2013 to May 31, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Environmental Scoping	32,424.75	66.49	21,559.74	12,000.00	9,559.73	
Total Fee	32,424.75		21,559.74	12,000.00	9,559.73	
		Total Fee				**9,559.73**

Billing Summary	Current	Prior	To-Date
Total Billings	9,559.73	12,000.00	21,559.73
Total Fee			32,424.75
Remaining Fee			10,865.02

Total this Invoice **$9,559.73**

Outstanding Invoices

Number	Date	Balance
20131537	5/15/2013	12,000.00
Total		**12,000.00**

Total Now Due **$21,559.73**

INVOICE RECEIVED BY: _____ ON 6/28/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 6/24/13

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South
Houston, Texas 77079

PO # 690815
3-1200-431-00-122-062-0-731
Req # 231906

Authorized By: _____ Date: 06/27/13
Craig F. Stong, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Precinct No. 2	DATE: June 27, 2013
FROM: Mr. Craig F. Stong, P.E., Project Manager	TEDSI PROJECT NO.: 2012-1118-02
REFERENCE: Work Authorization No. 2, Dicker Road: 23rd Street to Jackson Road	

Progress Report for Invoice No. 20131589, May 1 to May 31, 2013

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
Environmental Scoping	66.49%	TEDSI	Develop preliminary scoping documents and classification letter. Submitted to TxDOT for review. Meeting held on May 21. Updated scoping document and classification letter submitted to TxDOT on May 23.

AI-39984 **Purchasing Department 9. E.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: E. Olivarez-Dir. HCDHHS Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of name change/correction (as requested by State of Texas) to reflect the name of "Serving Children and Adults In Need"(SCAN) instead of contract vendor name of "Serving Children and Adolescents in Need, Inc.";

2. Approval to exercise the option to renew/extend for the last one (1) year term as stipulated and provided in the contract identified under the same terms and conditions for "Substance Abuse Treatment and Primary Care Services for Adolescents" with SCAN, INC.. (E-12-230-09-04).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County. Vendor is providing services for Hidalgo County while occupying facility under an Operating Lease.

Reference:

1.18 Cost of Services. Neither Hidalgo County, DEPARTMENT or any other county entity will be held accountable for any of the costs incurred for providing any of the Services hereunder. VENDOR will be fully
accountable for all billing/collections and verification of benefits from the Clients.

Attachments

Notification of Name Change

Current Contract

MEMO-SCAN

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:44 PM
Budget & Management	Obdett Calzada	08/07/2013 03:53 PM
Manuel Chapa	Manuel Chapa	08/09/2013 10:04 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Gricelda Villarreal Started On: 07/31/2013

Final Approval Date: 08/09/2013

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

September 24, 2012

SCAN, Inc.
2347 E. Saunders,, Suite B
Laredo, TX 78041 USA

RE: Serving Children and Adults in Need, Inc.
File Number: 60408401

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Serving Children and Adults in Need, Inc.
60408401

[formerly: SERVING CHILDREN AND ADOLESCENTS IN NEED, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 09/21/2012

Effective: 09/21/2012

Hope Andrade
Secretary of State

Form 424 **(Revised 05/11)** Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: See instructions**	**Certificate of Amendment**	This space reserved for office use. **FILED** **In the Office of the Secretary of State of Texas** **SEP 21 2012** **Corporations Section**

Entity Information

The name of the filing entity is: Serving Children and Adolescents in Need, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☒ Nonprofit Corporation
- ☐ Cooperative Association
- ☐ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 00604084-01

The date of formation of the entity is: 04/15/1982

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Serving Children and Adults in Need, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* TX *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. [X] This document becomes effective when the document is filed by the secretary of state.

B. [ ] This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. [ ] This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

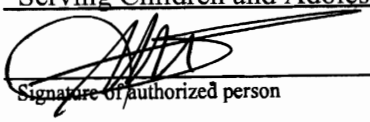
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 08/31/2012

By: Serving Children and Adolescents in Need, Inc.



Signature of authorized person

Gilberto Salinas, Chairman of the Board

Printed or typed name of authorized person (see instructions)

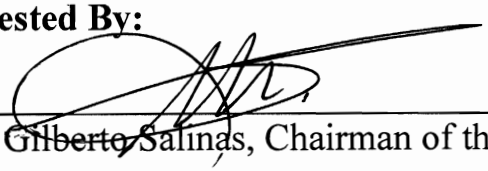
SERVING CHILDREN AND ADOLESCENTS IN NEED, INC.

RESOLUTION

On August 31, 2012, at a regular meeting of the Board of Directors of Serving Children and Adolescents in Need, Inc. held in the City of Laredo, Webb County, Texas, with two-thirds of the Directors present, the following business was conducted:

Be It Resolved that the Board of Directors of the above non-profit corporation unanimously, authorized the corporation to change its name from **Serving Children and Adolescents in Need, Inc.** to **Serving Children and Adults in Need, Inc.**

Attested By:



Dr. ~~Gilberto~~ Salinas, Chairman of the Board

9/4/2012

Date Signed

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423263271
Nov. 28, 2012 LTR 252C 0
74-2245935 000000 00
00005068
BODC: TE

SERVING CHILDREN AND ADULTS IN NEED
INC
S C A N INC
% PABLO D ORTIZ
2347 E SAUNDERS ST STE B
LAREDO TX 78041-5434

)867

Taxpayer Identification Number: 74-2245935

Dear Taxpayer:

Thank you for the inquiry dated Sep. 28, 2012.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Sincerely yours,

Sheila Bronson

Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Serving Children and Adults in Need, Inc.

Business name/disregarded entity name, if different from above
S.C.A.N., Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Exempt payee

☑ Other (see instructions) ▶ **Non-Profit Corporation 501 (C) (3) status**

Address (number, street, and apt. or suite no.)
2347 E. Saunders, Suite B

Requester's name and address (optional)

City, state, and ZIP code
Laredo, Texas 78041

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	2	4	5	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. 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** ▶ Patti Vaz | **Date** ▶ 12/4/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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 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: Serving Children and Adults in Need **Telephone No. (** 956 **)** 724-5111

dba Name: SCAN, INC.

Legal Name: Serving Children and Adults in Need, Inc.

Mailing Address : 2347 E. Saunders, Suite B **Fax No. (** 956 **)** 725-8367

Physical Address: 2347 E. Saunders, Suite B

City, State, Zip Laredo, TX 78041 **Tax I.D. No.** 74-2245935

Remit to Address : 2347 e. Saunders, Suite B **City, State, Zip** Laredo, TX 78041

E-Mail Address: isela@scan-inc.org

Representative(s) Name(s) & Title(s) Isela Dabdoub, Chief Executive Officer

Type of Organization (check one): _____ **Individual** _____ **Partnership** ____ **Corporation** __X__ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No. 1-742254935-8 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1982 **Other**:

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** __X__ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Isela Dabdoub, CEO

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Substance Abuse Treatment Services

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.:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2012

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	281 405 8866	281 405 8356
EFG Insurance Agency Inc 600 Kenrick Dr. Ste B-10 Houston, TX 77060		
INSURED	956 724 5111	956 724 4861
Serving Children & Adults in Need, Inc. 2347 E. Saunders Suite B Laredo, TX 78041-5434		

CONTACT NAME: EFG Insurance Agency Inc / Henry A Vogel
PHONE (A/C, No, Ext): 281 405 8866 FAX (A/C, No): 281 405 8356
E-MAIL ADDRESS: gm@efgia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	
INSURER B : Texas Mutual	
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			PHPK911427	09/01/2012	09/01/2013	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			PHPK911427	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp & Collision	$ 1,000,000 $ $ $ $ 50,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001074931 201012	12/22/2011	12/22/2012	✓ 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
A	Professional Liability			PHPK911427	09/01/2012	09/01/2013	Each Professional Incident: Incident: $ 1,000,000 Aggregate Limit: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A) PHSD760528: Flexi Plus Five: 1- Not-Profit Organization Directors & Officers Liability Insurance
2- Employment Practices Liability Insurance
3- Fiduciary Liability Insurance 4- Workplace Violence Insurance
5- Internet Liability Insurance
Limits of Liability: $ 1,000,000 Retention: $ 2,500 for Director and Officers and $ 5,000 for # 2,3,4,5.
A) PHSD648198: Crime Protection Plus: Limit of Insurance: $ 1,000,000 Retention: $ 5,000

CERTIFICATE HOLDER

Hidalgo County Government
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

Henry A Vogel

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Texas Mutual® Insurance Company

6210 E Highway 290
Austin, Texas 78723-1098

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

ITEM 1 — INSURED NAME AND ADDRESS

SERVING CHILDREN AND ADULTS IN NEED INC (See INSURED NAME EXTENDED pg)
2347 E SAUNDERS ST STE B
LAREDO, TX 78041-5434

POLICY NUMBER
TSF-0001074931 20121222

Federal Tax ID	74-2245935
Bureau Number	420661428
Branch	HOUSTON
Renewal of	0001074931
Entity	NON PROFIT CORP
Interim Adjustment	QUARTERLY - 33%
Group	SSA01

OTHER WORKPLACES NOT SHOWN ABOVE:
see attached schedule of operation.

PRODUCER 06480

EFG INSURANCE AGENCY INC
DBA: EVERGREEN FINANCIAL GROUP
600 KENRICK DR STE B10
HOUSTON, TX 77060-3632

ITEM 2 — **The Policy Period is from: 12-22-2012 To: 12-22-2013 12:01 A.M. standard time at the insured's mailing address**

ITEM 3

A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	$ 1,000,000	**Each Accident**
Bodily Injury by Disease	$ 1,000,000	**Each Employee**
Bodily Injury by Disease	$ 1,000,000	**Policy Limit**

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

D. **This policy includes these endorsements and schedules:**

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM	$ 58,736.00
WAIVER OF SUBROGATION	.00
INCREASED EMPLOYERS LIABILITY LIMITS	1,175.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	59,911.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF (1.98)	58,713.00
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.75)	29,656.00-
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12)	10,676.00-
DEDUCTIBLE PREMIUM	.00
ADMIRALTY/FELA OR L & H W	.00
PREMIUM DISCOUNT, IF APPLICABLE (10.90)	8,534.00-
EXPENSE CONSTANT CHARGE	150.00
TOTAL ESTIMATED ANNUAL PREMIUM	$ 69,908.00

MINIMUM PREMIUM	250.00
DEPOSIT PREMIUM	23,070.00

Countersigned by Ron Wright

Issue Date: 12-20-2012

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Texas Mutual Insurance Company's loss control division at 1-800-859-5995 for accident prevention services or 1-800-859-5995 for return-to-work coordination services. If you have any questions about this requirement, call the Texas Department of Insurance, Division of Workers' Compensation, Workplace Safety, at 1-800-687-7080.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12-230-09-04

Effective from: Sept. 20, 2012 thru Sept. 19, 2013

August 15, 2012

Serving Children and Adolescents in Need, Inc.
C/O Isela Dabdoub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

Via email: jsaa@scan-inc.org
Cert. Mail: 7099 3220 0002 9744 7027

Re: C-11-141-09-20
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Dear Ms. Dabdboub:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Thursday, August 23, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Isela Dabdoub Date: 08-21-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of 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,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

C-11-141-09-20

SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS

OPERATIONS AGREEMENT

This Operations Agreement is made and entered into by and between Hidalgo County, Texas ("Hidalgo County") acting by and through the Hidalgo County Health and Human Services ("DEPARTMENT"), and Serving Children and Adolescents in Need, Inc., a Texas Non-profit corporation, ("VENDOR");

Whereas, Hidalgo County recognizes a need for adolescent alcohol, substance abuse, counseling and treatment including primary care for adolescent/residents of Hidalgo County while undergoing such treatment;

Whereas, in accordance with Chapter 465 of the Health and Safety Code, Hidalgo County has created a commission composed of the Hidalgo County Health and Human Services Department to: (1) educate the public on adolescent drug and alcohol abuse; (2) promote adolescent drug and alcohol education at all levels of the schools; (3) study the effectiveness of efforts, including the Commission's efforts, in reducing drug and alcohol abuse, and (4) provide for the creation and administration of a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment;

Whereas VENDOR, is versed in administering a program for counseling and treating adolescent drug and alcohol abusers and responded to the Request for Qualifications issued by Hidalgo County for: "Substance Abuse Treatment and Primary Care Services for Adolescents"; and submitted a SOQ (statement of qualifications) including an operational plan ("Operational Plan")to provide counseling and treatment including primary care for adolescents in accordance with the request for qualifications requirements, such RFQ and SOQ, including the Operational Plan, being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

Agreement - means this Operations AGREEMENT with all exhibits attached hereto.

Contract Monitor – Department will be the primary contact source on this Agreement with the VENDOR. The VENDOR must provide a monthly service report and make themselves available to attend Hidalgo County Commissioners Court on a quarterly basis to provide reports as required herein.

Counselor - means a person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Client - means each individual who is a resident of Hidalgo County and who receives Services from VENDOR hereunder.

Facility - VENDOR will provide Services pursuant to the terms hereof primarily at the Facility. The VENDOR must maintain and will be held accountable for any and all requirements to operate said program/facility in accordance with Texas DSHS Rules and Guidelines.

Licensure Rules – means the terms and provisions contained in the Texas DSHS Licensure Compliance Guide.

Monthly Program Report – The VENDOR will provide a monthly report on Services provided within the County Facility in order to establish an equivalent value for Facility versus services including the Performance Measures to track and evaluate achievement results of Clients, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Operational Plan – means the plan attached as Exhibit B hereto.

Outpatient - means any adolescent resident of Hidalgo County who receives Services on an hourly basis pursuant to the terms hereof.

Payment or Payments - DEPARTMENT is not responsible for making any payments to VENDOR.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Services - means the delivery by VENDOR of the drug and alcohol abuse, education, counseling and treatment chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFQ attached as Exhibit B.

TDSHS – means the Texas Department of State Health Services, as presently or hereafter constituted.

Term - means the duration of this AGREEMENT as specified in Article 1.3.

1.2 **APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Facility provided by County, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

1.3 Term. This Agreement is effective on **September 20, 2011** and shall continue until **September 19, 2012**, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this Agreement for a period of two (2), one (1) year periods upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term. Hidalgo County has the option to extend this Agreement for a sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract procurement under the same rates, terms and conditions.

1.4 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this Agreement, provide all necessary personnel, equipment, materials, supplies and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this Agreement) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

a) VENDOR will be responsible to obtain and maintain any or all State/Federal licenses, certifications and or permits required to operate an outpatient primary care and substance abuse treatment facility.

b) VENDOR represents and warrants that VENDOR maintains all required and appropriate licenses all staff maintains their proper licenses and insurances.

c) VENDOR must adhere to any and all other contracts, agreements and/or partnerships with any other Hidalgo County agency or outside entity beyond this Agreement. Hidalgo County is not responsible or accountable for the outcomes or lack of outcomes of said VENDOR agreements.

d) VENDOR will take possession of the Department's facility and will be held responsible and accountable to repair, replace and maintain the Facility in its present condition, ordinary wear and tear expected.

1.5 Consideration: VENDOR agrees to deliver the Services in accordance with the terms and provisions of this Agreement.

1.6 Operational Plan shall ensure the following:

a. The level of services to be provided includes primary care and outpatient substance abuse treatment and counseling services to adolescent residents of Hidalgo County;
b. The programs and activities are designed to reduce the impact of adolescents abuse and addiction;
c. The program is designed to engage primary health care to assist the treatment of substance abuse and addiction to children within Hidalgo County;
d. VENDOR shall provide testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any Clients or Clients families; and
e. VENDOR shall provide and promote adolescent drug and alcohol education at all levels of schools in Hidalgo County.

1.7 Screening: Written policies and procedures shall ensure the following:

a) Screening must be conducted by a Licensed Counselor or person otherwise qualified or exempt under TDSHS licensure rules.

1.8 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Clients to change their behavior and become productive, contributing members of society by leading a life free of substance abuse. Performance Measures, (which may be amended or revised by the Department during the term of this Agreement), along with applicable adjustments, for substance abuse services are as follows:

A. **OUTPUTS:**
   1. Total number of Clients served;
   2. Total number of counseling hours provided;
   3. Total number of class hours provided;
   4. Total number of family counseling hours provided; and
   5. Total number of hours performed in drug and alcohol abuse education conducted by VENDOR.

B. **OUTCOMES:**
   1. Include immediate and long-term outcomes that are specific to the program/services as set forth in the statements of qualifications/proposal.
   2. Total number of successful program completions;
   3. Reduction of drug or alcohol use by Clients; and
   4. Positive reports from schools as to the drug and alcohol abuse education.

1.9 Negotiation. VENDOR will document performance measures and evaluation criteria. DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.10 Diagnosis. In its treatment of Clients, VENDOR shall:

a) Provide appropriate chemical dependency treatment as designated by a documented Axis 3/Medical diagnosis substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;

b) VENDOR is responsible to identify needs of Clients that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and

c) Develop and implement procedures for Services (or referrals) for Clients with dual diagnosis and/or mental and physical disabilities to include primary care needs within the scope of the Client's clinical needs.

1.11 Participation. In order to ensure maximum participation of Clients in its program, VENDOR shall:

a) Document on a weekly basis the Client's level of participation and compliance with treatment goals and objectives; and

b) VENDOR must maintain a signature log of all face-to-face contacts with each Client. The log must contain what service was performed, the time and date of such contact and be signed by the counselor and the Client.

1.12 Discharge. The discharge of any Client shall be made in accordance with the appropriate discharge plan, medical plan and any additional instructions in assisting with the success of the Client upon discharge and will be forwarded to the appropriate referring parties or agencies, if applicable.

1.13 Referrals. VENDOR is responsible for any and all additional referrals for treatment services upon discharge which would aid in the Clients and families recovery success. Assurances must be made that any such referral made is to appropriate licensed and/or certified substance abuse treatment programs.

1.14 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.15 Policies and Procedures. VENDOR will have a complete set of policies and procedures which provide the necessary clinical and programmatic guidelines and make them available to the DEPARTMENT upon request when needed. The VENDOR will develop an agreed upon procedure with the Department in reporting any type of incident or accident within the Facility.

1.16 Orientation and HIV Counseling. VENDOR shall provide orientation to Clients regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.17 DEPARTMENT Coordination and Approvals: VENDOR will be responsible to seek any approvals required for additional treatment or transition of treatment by the appropriate referring agency, if applicable. DEPARTMENT will not be accountable for any treatment decisions or any treatment referrals made by VENDOR.

1.18 Cost of Services. Neither Hidalgo County, DEPARTMENT or any other county entity will be held accountable for any of the costs incurred for providing any of the Services hereunder. VENDOR will be fully accountable for all billing/collections and verification of benefits from the Clients.

1.19 Requirements in the event of a Declared Emergency:
In the event of a man-made or natural emergency event as designated by Hidalgo County Judge and/or the Texas Department of Emergency Management (TDEM) (i.e. hurricanes, wildfires, bioterrorism, etc.), Hidalgo

County has the right to utilize the Facility for no more than ten (10) working days or fourteen (14) calendar days as an emergency response operations facility as designated by the Hidalgo County Judge.

1.20 Encouragement of Academic Partnerships:
VENDOR is encouraged to partner with the various accredited institutions of higher education located in Hidalgo County, Texas to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the TDSHS rules and guidelines.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT may rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The Agreement has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding agreement enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon; if applicable, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive any such payments and acknowledges that this Agreement may be terminated if this certification is inaccurate.

2.5 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Client on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.6 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with Hidalgo County or DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, Hidalgo County and/or DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable local codes. VENDOR shall maintain the Facility in compliance with TDSHS Licensure Rules as applicable.

3.2 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Client while receiving Services.

3.3 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required by laws or applicable regulations and that such education and training is documented.

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, In the event that the VENDOR can no longer provide Services in adherence to State/Federal guidelines or in accordance with the Operational Plan, Hidalgo County, Department or its representative may terminate this Agreement upon thirty (30) days written notice.

3.5 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT to monitor the delivery of Services and contract compliance of the VENDOR.

3.6 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Client through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released except in accordance with Article IX hereof by a signed information release form. VENDOR shall notify DEPARTMENT in writing if any legal process requires disclosure of a Client's record and shall obtain written acknowledgment of same. Neither the Department or Hidalgo County will be responsible or accountable for any violations of confidentiality.

3.8 Termination at Will. Hidalgo County or the Department may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the VENDOR thirty (30) days prior written notice. VENDOR's only obligation upon termination of this Agreement pursuant to this section shall be to provide Services until the date of termination.

3.9 Record Retention. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification if any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records will be in accordance with all State and Federal guidelines for an outpatient primary care and substance abuse facility.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Operational Plan, where required, including accountability for all expenses, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any provisions or other requirements of this Agreement including all exhibits attached hereto shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall develop and implement written internal policies that may be reviewed by the Contract Monitor to ensure that members of the VENDOR's governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind for the referral of a Client for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDSHS with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDSHS the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.7 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this Agreement in accordance with fund accounting principles.

4.8 Specific Measures. All terms of this Agreement are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1.8 herein.

4.9 Equipment. DEPARTMENT will provide communication equipment, computer access and maintenance of such equipment. VENDOR will be held accountable to repair/replace any of the equipment provided by the Department if it is damaged, stolen or misused by the VENDOR and/or Clients.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and/or

c. The discovery by DEPARTMENT that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 (a) hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) take action to cure the Event of Default, or (b) terminate and remove VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 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 County and/or Department under this Agreement, County and/or Department may terminate this Agreement upon ten (10) days written notice to VENDOR. County and/or Department 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT AND HIDALGO COUNTY, TEXAS against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the DEPARTMENT AND HIDALGO COUNTY, TEXAS from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the DEPARTMENT AND HIDALGO COUNTY, TEXAS from actions by officers, employees, or agents of VENDOR or any subcontractor(s) of VENDOR. VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT and Hidalgo County, and VENDOR with the amounts and coverages as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;

4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain and provide proof of insurance incorporated in this Agreement as "Exhibit C", which will also include any subcontractor that is subcontracted by the VENDOR in at least the following limits, to be in place prior to providing any services under this Agreement and to continue at all times, naming Hidalgo County as an additional insured.
   1. VENDOR shall carry Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000) per occurrence, or limited to claims made, including at least five (5) year extended reporting period;
   2. VENDOR shall carry Comprehensive General Liability insurance policy with limits of Five Hundred Thousand Dollars ($500,000.00) providing additional coverage to all underlying liabilities to the COUNTY;
   3. VENDOR shall carry Automobile Liability insurance policy with limits of at least Three Hundred Thousand ($300,000.00) per person and Five Hundred Thousand ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to COUNTY hereunder.

4. VENDOR shall carry Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. VENDOR shall carry Worker's Compensation insurance in amounts established by Texas Law, unless the VENDOR is specifically exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

C. Certifications/policies of insurance shall be filed with DEPARTMENT with a copy to the Hidalgo County Purchasing Department prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, HIDALGO COUNTY and its officers, agents and employees (hereinafter, collectively referred to as the "DEPARTMENT") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in performing the Services, and any such claim, action or proceeding brought against the DEPARTMENT and/or HIDALGO COUNTY by reason of any such claim. In any such action brought against the DEPARTMENT and/or HIDALGO COUNTY, VENDOR, upon notice from the DEPARTMENT and/or HIDALGO COUNTY, shall defend against such action or proceeding by counsel satisfactory to the DEPARTMENT and HIDALGO COUNTY, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT and/or HIDALGO COUNTY, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII
INDEPENDENT CONTRACTOR

7.1 VENDOR is associated with DEPARTMENT and HIDALGO COUNTY only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT and HIDALGO COUNTY whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT and/or Hidalgo County shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT and/or Hidalgo County pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT and/or Hidalgo County harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII

VENDOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI")

8.1. General: VENDOR agrees to

(a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of DEPARTMENT or third parties;

(b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements.";

(c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to DEPARTMENT. Compliance with this paragraph is at VENDOR's own expense.

8.2 Representations: VENDOR represents that it is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

8.3 Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.

8.4 Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if Department, in its reasonable discretion, determines that amendment is necessary for Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended.

8.5 *Indemnification. VENDOR agrees to indemnify and hold harmless* Department *and/or Hidalgo County, it's elected officials, officers, employees, and agents (individually and collectively "County Indemnities") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by VENDOR, or (b) any negligent or wrongful acts or omissions of VENDOR or its employees, directors, officers, subvendors, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.*

8.6 Access to Books and Records of VENDOR

VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4)

years after the Services are furnished under this Agreement. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.

8.7 E-Mail Addresses

VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to the Department including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8.8 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 DEPARTMENT:
Health and Human Services Department
1304 South 25th
Edinburg, Texas 78539

With a Copy To:
County of Hidalgo
Attn: County Judge
1615 So. Closner, Ste. J
Edinburg, Texas 78539

If to VENDOR:
Serving Children and Adolescents in Need, INC.
Attn: Isela S. Dabdoub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

9.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

9.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.

9.4 **LAW OF TEXAS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO TEXAS.**

9.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested and postage prepaid.

9.6 Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

9.7 Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

9.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

9.9 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

9.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the **20th** day of September, 2011.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/20/11 RW

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

VENDOR: Serving Children and Adolescents in Need, Inc.

BY: _____

TITLE: CEO

DATE: 09-23-2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2012

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	281 405 8866	281 405 8356
EFG Insurance Agency Inc 600 Kenrick Dr. Ste B-10 Houston, TX 77060		
INSURED	956 724 5111	956 724 4861
Serving Children & Adults in Need, Inc. 2347 E. Saunders Suite B Laredo, TX 78041-5434		

CONTACT NAME: EFG Insurance Agency Inc / Henry A Vogel
PHONE (A/C, No, Ext): 281 405 8866 FAX (A/C, No): 281 405 8356
E-MAIL ADDRESS: gm@efgia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	
INSURER B : Texas Mutual	
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			PHPK911427	09/01/2012	09/01/2013	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			PHPK911427	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp & Collision	$ 1,000,000 $ $ $ $ 50,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001074931 201012	12/22/2011	12/22/2012	✓ 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
A	Professional Liability			PHPK911427	09/01/2012	09/01/2013	Each Professional Incident: Incident: $ 1,000,000 Aggregate Limit: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A) PHSD760528: Flexi Plus Five: 1- Not-Profit Organization Directors & Officers Liability Insurance
2- Employment Practices Liability Insurance
3- Fiduciary Liability Insurance 4- Workplace Violence Insurance
5- Internet Liability Insurance
Limits of Liability: $ 1,000,000 Retention: $ 2,500 for Director and Officers and $ 5,000 for # 2,3,4,5.
A) PHSD648198: Crime Protection Plus: Limit of Insurance: $ 1,000,000 Retention: $ 5,000

CERTIFICATE HOLDER

Hidalgo County Government
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

Henry A Vogel

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Texas Mutual® Insurance Company

6210 E Highway 290
Austin, Texas 78723-1098

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

ITEM 1 — INSURED NAME AND ADDRESS

SERVING CHILDREN AND ADULTS IN NEED INC (See INSURED NAME EXTENDED pg)
2347 E SAUNDERS ST STE B
LAREDO, TX 78041-5434

POLICY NUMBER
TSF-0001074931 20121222

Federal Tax ID	74-2245935
Bureau Number	420661428
Branch	HOUSTON
Renewal of	0001074931
Entity	NON PROFIT CORP
Interim Adjustment	QUARTERLY - 33%
Group	SSA01

OTHER WORKPLACES NOT SHOWN ABOVE:
see attached schedule of operation.

PRODUCER 06480

EFG INSURANCE AGENCY INC
DBA: EVERGREEN FINANCIAL GROUP
600 KENRICK DR STE B10
HOUSTON, TX 77060-3632

ITEM 2 — **The Policy Period is from: 12-22-2012 To: 12-22-2013 12:01 A.M. standard time at the insured's mailing address**

ITEM 3

A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	$ 1,000,000	**Each Accident**
Bodily Injury by Disease	$ 1,000,000	**Each Employee**
Bodily Injury by Disease	$ 1,000,000	**Policy Limit**

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

D. **This policy includes these endorsements and schedules:**

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM	$ 58,736.00
WAIVER OF SUBROGATION	.00
INCREASED EMPLOYERS LIABILITY LIMITS	1,175.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	59,911.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF (1.98)	58,713.00
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.75)	29,656.00-
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12)	10,676.00-
DEDUCTIBLE PREMIUM	.00
ADMIRALTY/FELA OR L & H W	.00
PREMIUM DISCOUNT, IF APPLICABLE (10.90)	8,534.00-
EXPENSE CONSTANT CHARGE	150.00
TOTAL ESTIMATED ANNUAL PREMIUM	$ 69,908.00

MINIMUM PREMIUM	250.00
DEPOSIT PREMIUM	23,070.00

Countersigned by Ron Wright

Issue Date: 12-20-2012

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Texas Mutual Insurance Company's loss control division at 1-800-859-5995 for accident prevention services or 1-800-859-5995 for return-to-work coordination services. If you have any questions about this requirement, call the Texas Department of Insurance, Division of Workers' Compensation, Workplace Safety, at 1-800-687-7080.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 23, 2013

Serving Children and Adolescents in Need, Inc.
C/O Isela Dabdoub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

Via email: jsaa@scan-inc.org
Cert. Mail: 7099 3220 0002 9744 7348

Re: E-12-230-09-04
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Dear Ms. Dabdboub:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's second of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 20, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, August 6, 2013, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Isela Jaadne Date: 7-29-13

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 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,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

AI-39828 **Purchasing Department 9. F.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: E. Olivarez-Dir. HCDHHS Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award and approval to issue a purchase order to the sole bidder (Deerskin Mfg Inc.) through Request of Sealed Quotes meeting all specifications and/or requirements for "Hidalgo County Health & Human Services Department-Purchase-Delivery & Installation of Five (5) Animal Control Cages" not to exceed $38,500.00- RFSQ No.: 2013-204-07-23-SMA

BACKGROUND

Req.# 241616

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-005-0-748

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

BUDGETARY IMPACT:

Available balance as of 8-8-13 $43,083.13

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Req. #241616

Attachments

Dept's recommendation, tab & participation sheet

req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 02:57 PM
Budget & Management	Obdett Calzada	08/07/2013 03:47 PM
Manuel Chapa	Manuel Chapa	08/08/2013 11:14 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Sandra Montalvo Started On: 07/23/2013

Final Approval Date: 08/09/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
JUL 24 2013
By

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

ATTN: **Josie Escalante**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **July 23, 2013**

RE: Bid Award Recommendation: RFSQ No.: 2013-204-07-23-SMA-*Hidalgo County Health And Human Services-"Purchase-Delivery and Installation of Five (5) Animal Control Cages"*

We received one (1) sealed quote response to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this project so we can proceed with re-advertisement.

We need your response no later than FRIDAY, JULY 26, **2013 @ 3:00 P.m.** to be able to present to Commissioner's Court. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

RECOMMENDATION (BASIS)
Please award to Deerskin ($38,500.00)

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 3-1293-441-00-340-005-0-748

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	7-24-13 Eduardo Olivarez	Health Dept.	

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG

DEPARTMENT/ RFSQ DESCRIPTION-***"HIDALGO COUNTY HEALTH AND HUMAN SERVICES–PURCHASE-DELIVERY OF FIVE (5)ANIMAL CONTROL CAGES***

BID OPENING DATE: JULY 23, 2013 | **BID OPENING TIME: 10:30 A.M**

RFSQ NO: 2013-204-07-23-SMA | **BUYER: Sandra Montalvo**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. JONES TRAILER CO	BLM	Sandra Montalvo	07/05/13	**PO Box 247** **Woodson, Texas 76491** **Email: djones@brazosnet.com** **Toll Free: 800-336-0360** **Phone: 940-345-6808** **Fax: 940-345-6505**
2. DEERSKIN MFG.	BLM	Sandra Montalvo	07/05/13	sales@deerskinmfg.com office (817) 220-5535 toll free (800) 880-6089 fax (817) 523-6685

***VIA:**
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME & DESCRIPTION OF RFSQ: ***Hidalgo County Health And Human Services– Purchase-Delivery , Installation Of Five (5) Animal Control Cages***

RFSQ OPENING DATE: JULY 23, 2013	**BID OPENING TIME: 10:30 A.M.**
RFSQ NO: 2013-204-07-23-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	TOTAL PRICE
1)	**DEERSKIN MFG.**	**$38,500.00**
2)		
3)		
4)		

Requisition

Req # 00241616

PO #

Date: 08/12/13

Bill To: x
x

Vendor : 280097
DEERSKIN MANUFACTURING, INC.
4078 W. HWY 199
SPRINGTOWN TX 76082
FAX (817)523-6685

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
		DO NOT DUPLICATE ORDER		
5.00	EACH	6 COMPARTMENT SLIDE IN ANIMAL CONTROL UNITS ACS16G ****DIMENSIONS - 68" WIDE, 42" TALL, 96" LONG***CONSTRUCTION: FRAMING IS 1" SQUARE TUBING FRAME WITH EXPANDED STEEL PARTITION, WELDED. THE ENTIRE UNIT IS HOT DIPPED GALVANZIED. THE OUTSIDE SKIN IS 040 WHITE, BAKED ON ENAMEL, ALUMINUM. THERE IS 1" FOAM INSULATION IN THE SIDE PANELS OF THE UNIT. EOMPARTMENT DOORS ARE 1/8 SOLID ALUMINUM WITH 14X17 GRILLS FOR VENTILATION ON THE SIDE DOORS, AND 14X17 GRILLS ON THE REAR DOORS. DOORS ARE POWDER COATED WHITE, DOOR HANDLES ARE LOCKING TEE HANDLES KEYED ALIKE. DOOR HINGES ARE CONTINUOUS STAINLESS HINGE.***12 VOLDT EXHAUST FANS- THE FANS ARE INSTALLED IN THE ROOF OF THE UNIT TO EXHAUST HEAT FROM EACH COMPARTMENT. EACH FAN IS 800 CFM WHICH EXCEEDS MANUFACTURES RATING.***BACKUP ALARM - PM #781***6 SECONDARY SAFETY DOORS - LOCATED INSIDE THE PRIMARY DOOR***1 INTERIOR LIGHT - CAN BE INSTALLED IN COMPARTMENT WITH SWITCHES MOUNTED ON THE DASH***EMERGENCY STROVE - WHELEN #R10HDPA - MEASURES 17.25" LONG X 5" HIGH X 6" WIDE WITH 6 DUAL LEVEL LINEAR MODUELS; AMBER COLORED DOME AND WIRED WITH #12 THERMOPLASTIC WIRE WITH FUSED CIRCUIT BREAKER, AND DASH MOUNTED SWITCHES.**1 SWINGING PARTITION CAN BE INSTALLED IN COMPARTMENTS AND OPENED TO CREAT PASS THROUGH***REAR FLOOD LIGHTS (2) 4 X 6 LED FLOORLIGHTS MOUNTED ON THE REAR OF THE UNIT***STORAGE CARPETED, LIGHTED AND EQUIPMENT HOOKS ***INCLUDES DELIVERY	7,700.00	38,500.00
		Account No	Encumbrance	
		3-1293-441-00-340-005-0-748	38,500.00	
			Freight	.00
			Total	38,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-39992 **Purchasing Department 9. G.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Hauling Services for Crushed Caliche Only" for Hidalgo County Precinct No. 2 under the same rates, terms, and conditions with Roy's Hauling Service, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-346

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

BUDGETARY IMPACT:

Available balance as of 8-8-13 $5,348.08

On an as needed basis

Attachments

Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:46 PM
Budget & Management	Obdett Calzada	08/07/2013 03:53 PM
Manuel Chapa	Manuel Chapa	08/08/2013 04:30 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Rocio Villarreal Started On: 07/31/2013 04:58 PM

Final Approval Date: 08/09/2013

PURCHASING DEPARTMENT
County Of Hidalgo

July 31, 2013

Roy's Hauling Service, Inc.
Roy Balderas, Jr., Vice President
PO Box 1896
Edinburg, TX 78540

Via- E-mail: royshaulinginc@aol.com
Via-Facsimile: (956) 383-2569

Re: Extension of Agreement No. C-12-055-06-19-Hauling Services for Caliche Only for Pct. 2

Dear Mr. Balderas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 13, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, August 2, 2013,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: August 8, 2013

Kristina Balderas-Corporate Manager

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MCCLELLAND AND HINE INS CO	
INSURER B : UNITRIN MUTUAL INS. CO.	
INSURER C : TEXAS MUTUAL INS. CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

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	Y	Y	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,010 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001242005	9/04/2012	09/04/2013	WC STATU-TORY LIMITS [X] 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)

1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2012

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
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A :
INSURER B : UNITRIN MUTUAL INS. CO.
INSURER C : ATLANTIC CASUALTY
INSURER D :
INSURER E :
INSURER F :

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	Y	N	L086026998	03/28/2013	03/28/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	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	$ $ $
	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 X 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)

1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281

EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marilu Guerra

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-055-06-26

THIS CONTRACT is made and entered into this **26th** day of **June, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials-Crushed Caliche Only"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2012** and ending on **August 13, 2013** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
Edinburg, Texas 78539

If to Company: **Roy's Hauling Service, Inc.**
Roy Balderas Jr., Vice-President
PO Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

[redacted] 5-26-12

COMPANY:

Roy's Hauling Service, Inc.

By: Roy Balderas Jr

Printed Name: Roy Balderas Jr

Title: Vice Pres.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 12, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2012-055-03-28-SGS **Commodity Code: 962-39**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

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HIDALGO COUNTY PRECINCT 2

"Hauling Service for all Road Material"

RFB NO: 2012-055-03-28-SGS

Commodity Code: 962-39

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3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	2
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8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 12, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

Bid No.: 2012-055-03-28-SGS	Buyer: Sandy Suarez	Tele. No: (956)318-2626 ext 4860

Commodity Code: 962-39

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE: MARCH 28, 2012 @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. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed 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. 2012-055-03-28-SGS HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** 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 A.M, WEDNESDAY, MARCH 28, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2012-055-03-28-SGS- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or

services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
300 W. Hall Acres
Pharr, Tx 78577
(956) 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MARCH 28, 2012**
Award of Contract	2012
Commence Work or Deliver Products	2012

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department

head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 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. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to

County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2012-055-03-28-SGS
Commodity Code: 962-39

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Hauling services will be requested on an **"as needed basis"** by the Precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

   Location of current pits and plants are as follows:
   - **Cold Mix -** Frontera Materials La Joya Plant 4 miles N of US 83 on FM 2221
   - **Type D Hot Mix - Gravel-** Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Type D Hot Mix – Limestone -** Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Crushed Caliche -** Frontera Materials- 490 Pit- 4.5 Miles West of US 281 on FM 490
     - Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis.**

3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

4. **Bid Award:** Hidalgo County reserves the right to award 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.

5. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.

10. 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.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price

change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandy Suarez at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandy.suarez@co.hidalgo.tx.us by no later than, **Wednesday, March 21, 2012 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than **5:00 P.M., Friday, March 23, 2012**.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2012-055-03-28-SGS
Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX	**La Joya Plant**			
Frontera Materials				
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE	**490 Pit**			
Frontera Materials				
Martin Marietta	**Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **March 23, 2012.** For each 10% ease) in the OPIS Index of **March 23, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					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

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 PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2001

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E & E-1"

List of Trucks and Driver Information

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The prograr 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 considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali 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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

OPENED
9:53
3-28-12
Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2012-055-03-28-SGS
Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX	**La Joya Plant**			
Frontera Materials		No Bid	—	—
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials		No Bid	—	—
	Progresso Plant	No Bid	—	—
TYPE D HOT MIX-Limestone	**La Joya Plant**	No Bid	—	—
Frontera Materials	**Progresso Plant**	No Bid	—	—
CRUSHED CALICHE	**490 Pit**			
Frontera Materials		4.95	75%	3.71
Martin Marietta	**Jericho Pit**	4.95	75%	3.71

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **March 23, 2012.** For each 10% ease) in the OPIS Index of **March 23, 2012** during the contract term. the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Roy's Hauling Service, Inc.	[signature]	03-27-2012
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 1896,	Edinburg, TX 78540	956.383.2206
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/15/2012

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

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
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE FIRE DAMAGE (Any one fire) 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
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	FCNCCV2300075	08/20/2011	08/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2011	07/19/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL INSURED: COUNTY OF HIDALGO
2006 Peterbilt #9700, 2006 Peterbilt #9702, 1998 International #4857, 2000 International #7950, 1999 International #6851, 2000 Mack #1349, 2000 International #7946, 1999 Mack #1180, 2000 Peterbilt #3207, 2000 Peterbilt #3173

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: ____

COUNTY OF HIDALGO
2802 S BUSINESS 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

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-055-06-26

THIS CONTRACT is made and entered into this **26th** day of **June, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials-Crushed Caliche Only"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2012** and ending on **August 13, 2013** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
Edinburg, Texas 78539

If to Company: **Roy's Hauling Service, Inc.**
Roy Balderas Jr., Vice-President
PO Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

[redacted] 5-26-12

COMPANY:

Roy's Hauling Service, Inc.

By: Roy Balderas Jr

Printed Name: Roy Balderas Jr

Title: Vice Pres.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 12, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2012-055-03-28-SGS **Commodity Code: 962-39**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

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HIDALGO COUNTY PRECINCT 2

"Hauling Service for all Road Material"

RFB NO: 2012-055-03-28-SGS

Commodity Code: 962-39

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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

March 12, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

Bid No.: 2012-055-03-28-SGS	Buyer: Sandy Suarez	Tele. No: (956)318-2626 ext 4860

Commodity Code: 962-39

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE: MARCH 28, 2012 @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. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed 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. 2012-055-03-28-SGS HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** 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 A.M, WEDNESDAY, MARCH 28, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2012-055-03-28-SGS- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or

services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
300 W. Hall Acres
Pharr, Tx 78577
(956) 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MARCH 28, 2012**
Award of Contract	2012
Commence Work or Deliver Products	2012

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department

head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 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. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to

County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2012-055-03-28-SGS
Commodity Code: 962-39

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Hauling services will be requested on an **"as needed basis"** by the Precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

   Location of current pits and plants are as follows:
   - **Cold Mix -** Frontera Materials La Joya Plant 4 miles N of US 83 on FM 2221
   - **Type D Hot Mix - Gravel-** Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Type D Hot Mix – Limestone -** Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Crushed Caliche -** Frontera Materials- 490 Pit- 4.5 Miles West of US 281 on FM 490
     - Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis.**

3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

4. **Bid Award:** Hidalgo County reserves the right to award 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.

5. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.

10. 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.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price

change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandy Suarez at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandy.suarez@co.hidalgo.tx.us by no later than, **Wednesday, March 21, 2012 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than **5:00 P.M., Friday, March 23, 2012**.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2012-055-03-28-SGS
Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX	**La Joya Plant**			
Frontera Materials				
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE	**490 Pit**			
Frontera Materials				
Martin Marietta	**Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **March 23, 2012.** For each 10% ease) in the OPIS Index of **March 23, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					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

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 PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2001

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E & E-1"

List of Trucks and Driver Information

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The prograr 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 considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali 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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

RFB No.: 2012-055-03-28-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

OPENED
9:53
3-28-12
Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2012-055-03-28-SGS
Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX	**La Joya Plant**			
Frontera Materials		No Bid	—	—
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials		No Bid	—	—
	Progresso Plant	No Bid	—	—
TYPE D HOT MIX-Limestone	**La Joya Plant**	No Bid	—	—
Frontera Materials	**Progresso Plant**	No Bid	—	—
CRUSHED CALICHE	**490 Pit**			
Frontera Materials		4.95	75%	3.71
Martin Marietta	**Jericho Pit**	4.95	75%	3.71

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **March 23, 2012.** For each 10% ease) in the OPIS Index of **March 23, 2012** during the contract term. the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Roy's Hauling Service, Inc.	[signature]	03-27-2012
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 1896,	Edinburg, TX 78540	956.383.2206
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/15/2012

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

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
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE FIRE DAMAGE (Any one fire) 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
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	FCNCCV2300075	08/20/2011	08/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2011	07/19/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL INSURED: COUNTY OF HIDALGO
2006 Peterbilt #9700, 2006 Peterbilt #9702, 1998 International #4857, 2000 International #7950, 1999 International #6851, 2000 Mack #1349, 2000 International #7946, 1999 Mack #1180, 2000 Peterbilt #3207, 2000 Peterbilt #3173

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: ____

COUNTY OF HIDALGO
2802 S BUSINESS 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

© ACORD CORPORATION 1988

AI-40123 **Purchasing Department 9. H.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, 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 Road and Drainage Construction Rancho Blanco Rd. RFB No. 2013-250.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement-August 17, 2013
2nd Advertisement August 24, 2013

Bid Opening: September 04, 2013

Contract format formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

Attachments

Rancho Blanco-Bid Book

Rancho Blanco-Plan Sheets

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Yolanda Velasquez Started On: 08/09/2013 10:47 AM

Final Approval Date: 08/09/2013

Bid No:	Buyer:	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"

BID OPENING DATE: JULY XX, 2013

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

Bid No:	Buyer:	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"

BID OPENING DATE: JULY XX, 2013

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Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

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"ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"

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. Governing Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D - Prevailing Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate – **General Decision Number: TX130008 01/04/2013 TX8**
    c. Davis Bacon

19) Exhibit E

- **a.** Checklist
- **b.** Change Order
- **c.** Payment of Application
- **d.** Estimate Quantity Update
- **e.** Schedule of Values
- **f.** Contract Time Statement
- **g.** Colonia Testing Requirement
- **h.** List of Suppliers
- **i.** Partial Release of Lien
- **j.** Contractor's Affidavit of Payment of Debts and Claims
- **k.** Prevailing Wage Rates Certificate Statement
- **l.** Certificate of Construction Completion
- **m.** Contractor's Affidavit of Release of Liens
- **n.** Payment Schedule
- **o.** Quantity Work Sheet
- **p.** Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO 2 with sealed bids on:

" ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **R. GUTIERREZ ENGINEERING CORP., 130 E. PARK AVE, Pharr, Texas 78577,** Phone No **(956) 782-2557** for the amount of **$150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, July xx, 2013** at **2:30 PM** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID(S), bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope(s) and/or package(s) and Bid No(s):

"ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD" 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, XX, 2013** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **7TH day** of

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO:**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD -** ____ 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: "__ ___ - **HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD**" and in County's Purchasing Department, Hidalgo County New Administration Building, 2802 S. Business Hwy. 281, (Southeast of Canton Rd & Business 281), Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, ____ __, 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 · HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

18. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD -** _____ Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct # 2
302 E. State
Pharr, Texas 78577
Telephone No: 956-787-1891

19. Schedule of Events

Pre-Bid Meeting, 2:30 PM	**XX, 2013**
Bid Opening, 9:30 AM	**XX, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

20. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

21. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

22. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or

contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT

Bid for
"HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"

BID NO: _____

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, . , 2013 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- (-- HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD".**

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 90 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): **"BID- -- HIDALGO COUNTY PRECINCT 2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD"**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to R. Gutierrez Engineering Corporation, 130 E. Park, Pharr, Texas 78577 attn: Ramiro Gutierrez, P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who signs bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FORM

HIDALGO COUNTY PCT 2

CONSTRUCTION OF ROADWAY & DRAINAGE IMPROVEMENTS - RANCHO BLANCO ROAD

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	595.00	CY	Excavation (Roadway) _____ Dollars and _____ Cents Per Cubic Yard	$ _____	$ _____
132	475.00	CY	Embankment (Final) (Dens. Cont.) (Ty C) _____ Dollars and _____ Cents Per Cubic Yard	$ _____	$ _____
164	2,835.00	SY	Cell Fiber Mulch Seeding (Temp)(Warm) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
164	2,835.00	SY	Cell Fiber Mulch Seeding (Temp)(Cool) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
164	5,670.00	SY	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
168	190.00	MG	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay) _____ Dollars and _____ Cents Per Thousand Gallon	$ _____	$ _____
247	1,800.00	CY	Flexible Base (Final Position) (8") _____ Dollars and _____ Cents Per Cubic Yard	$ _____	$ _____
260	7,708.00	SY	Lime Treat (Existing Material) (6") _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	124.00	TON	Lime (Slurry or Commercial Slurry) _____ Dollars and _____ Cents Per Ton	$ _____	$ _____
310	2,116.00	GAL	Prime Coat (MC-30) _____ Dollars and _____ Cents Per Gallon	$ _____	$ _____
464	870.00	LF	RCP (CL III) (18") (SPL) _____ Dollars and _____ Cents Per Linear Foot	$ _____	$ _____
467	46.00	EA	Safety End Treatment (18") (6:1) _____ Dollars and _____ Cents Per Each	$ _____	$ _____
502	3.00	MO	Barricades, Signs & Traffic Handling _____ Dollars and _____ Cents Per Month	$ _____	$ _____
506	168.00	SY	Construction Exits (Ty II)(Install) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
506	168.00	SY	Construction Exits (Remove) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
506	400.00	LF	Temp Sediment Control Fence _____ Dollars and _____ Cents Per Linear Foot	$ _____	$ _____

BID PROPOSAL FORM

HIDALGO COUNTY PCT 2

CONSTRUCTION OF ROADWAY & DRAINAGE IMPROVEMENTS - RANCHO BLANCO ROAD

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
530	527.00	SY	Driveways (Asphalt Concrete Pavement) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
530	52.00	SY	Driveways (Concrete) _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
560	9.00	EA	Mailbox Installation (Single) _____ Dollars and _____ Cents Per Each	$ _____	$ _____
560	2.00	EA	Mailbox Installation (Brick) _____ Dollars and _____ Cents Per Each	$ _____	$ _____
644	6.00	EA	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(T) _____ Dollars and _____ Cents Per Each	$ _____	$ _____
666	200.00	LF	Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil) _____ Dollars and _____ Cents Per Linear Foot	$ _____	$ _____
666	630.00	LF	Refl Pav Mrk Ty I (Y) (4") (Bkn) (100 Mil) _____ Dollars and _____ Cents Per Linear Foot	$ _____	$ _____
672	672.00	EA	Refl Pav Mrk (Ty II A-A) _____ Dollars and _____ Cents Per Each	$ _____	$ _____

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
5261	8,085.00	SY	TRIAX GEOGRID _____ Dollars and _____ Cents Per Square Yard	$ _____	$ _____
			_____ Dollars and _____ Cents Total Base Bid Amount	$ _____	$ _____

HIDALGO COUNTY PCT #2 ROADWAY & DRAINAGE IMPROVEMENTS 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-4

This Agreement, entered into this ___ day of _____, **2013** by and between Hidalgo County (hereinafter called the "OWNER," and, _____, (a Texas Limited Liability Company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 – ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD

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 R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2013.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/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 Limited Liability Company)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Department of County Affairs
100 N. Closner, Room 303
Edinburg, Texas 78539

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

_____, 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 attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(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. 201__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 – ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD

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., 201__.

ATTEST:

Principal_____

By_____

_____
(Principal) Secretary

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

_____
Surety

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

NOTE: If Contractor is partnership all Partners should execute bond

_____

Telephone Number:_____ (Address)

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.)

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. 201__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 - ROADWAY & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD

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. 201__

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
	INSU

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSUR ABOVE F HE POLICY P D INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOC WI SPECT HICH TH TIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERE UBJECT LL THE RMS USIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAI

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLI FFECTIVE (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 PROJE LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	*AUTOMOBILE TY* ☐ ANY AUTO ☐ ALL OWNED AU ☐ SCHEDULED AUT ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN EA ACC	$
					AUTO ONLY AGG	$
C	*EXCESS LIABILITY* ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	*WORKERS COMPENSATION AND EMPLOYER'S LIABILITY*				WC STATU- TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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 R. Gutierrez Engineering Corporation.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall be advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(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)

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.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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"

SUPPLEMENTAL GENERAL CONDITIONS (Cont'd)

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with two inches (2") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/4"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1½" divided by 2" equals 75.00%)

If average core thickness is below one and one-fourth inches (1½"), then the contractor will be required to overlay the pavement with another one and one-half inch (1½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than two inches (2"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

EXHIBIT A

GENERAL NOTES & STANDARD SPECIFICATIONS

Technical Specifications

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 100 PREPARATION OR RIGHT-OF-WAY
ITEM 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 247 FLEXIBLE BASE
ITEM 260 LIME TREATMENT (ROAD MIXED)
ITEM 310 PRIME COAT
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 467 SAFETY END TREATMENT
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
ITEM 560 MAILBOX ASSEMBLIES
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS

SPECIAL SPECIFICATIONS: (Enclosed herewith)

ITEM 5261 GEOGRID BASE REINFORCEMENT

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)
SPECIAL PROVISION TO ITEM 247

SPECIFICATION AS PER HIDALGO COUNTY: (Enclosed herewith)

ITEM 340 HOT MIX ASPHALTIC CONCRETE PAVEMENT

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004).

SPECIFICATION AS PER HIDALGO COUNTY

Item 340

Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss, Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

OA-30 OA-175*8 OA-400 TYPE-GRADE	Min.	Max	Min.	Max	Min.	Max
Penetration at 32 F, 200g., 60 sec	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C.,F	450	--	425	--	425	--
Softening Point, R.&B.,F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	--	99.0	--	99.0	--
Spot Test on Original OA	Neg.		Neg.		Neg.	
Float Test at 122 F, sec	--	--	--	--	120	150
Test on 85 to 115 Pen.Residue*						
Residue by Wt., %	--	--	--	--	75	--
Ductility, 77 F, 5 cm/min:						
Original Res., cms	--	--	--	--	100	--
Subjected to Thin Film Test, cms	--	--	--	--	100	--

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5 MIN MAX	AC-3 MIN MAX	AC-5 MIN MAX	AC-10 MIN MAX	AC-20 MIN MAX	AC-20 MIN MAX
Viscosity, 140F Stokes	150 50	300 100	500 100	1000 200	2000 400	4000 800
Viscosity, 275 F stokes.	0.7 --	1.1 --	1.4 --	1.9 --	2.5 --	3.5 --
Penetration, 77 F 100 g, 5 sec. .	250 --	210 --	135 --	85 --	55 --	35 --
Flash Point, C.O.C.,F. . . .	425 --	425 --	425 --	450 --	450 --	450 --
Solubility in trichloroethylene, percent. . . .	99.0 --	99.0 --	99.0 --	99.0 --	99.0 --	99.0 --
Test on residues from thin film oven test: Viscosity, 140F stokes.	-- 450	-- 900	1500 --	3000 --	6000 --	-- 12000
Ductility, 77 F, 5 cms per min,cms	100 --	100 --	100 --	70 --	50 --	30 --
Spot test. . . .	Negative for all grades					

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-E Method of Calculating Plasticity Index of Solids

SDHPT Tex-217 – F (I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – F Quality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a

speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

	Percent by Weight or Volume as Applicable
Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain

provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If, after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or

more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when

the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Re-rolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER,

an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails an additional four will be taken as directed by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be performed when according to the Contractor, the Item is ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 132. EMBANKMENT

The percent of density, as determined by test method Tex-113-E, shall be a minimum of 95 percent. Density tolerances will be permitted.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Embankment (DENS CONT) shall be Type C with a max. PI of 40.

Borrow used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

The Contractor's attention is called to the fact that the preliminary test will require approximately 15 days and it is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164. SEEDING FOR EROSION CONTROL

Cellulose fiber mulch seeding shall be applied in areas designated on the plans or as directed by the Engineer. Prior to seeding, the areas designated shall be finished to a smooth surface for a uniform application of seed.

Seeding shall be accomplished by the Hydromulch method in two applications as shown below:

1st application –
Grass seed and fertilizer
2nd application –
Cellulose Fiber Mulch shall be applied according to the Rate shown in the Standard Specification Book.

Reseeding

Areas requiring reseeding due to the non-establishment of sufficient vegetative cover, shall be reseeded in accordance with Items 164 and 168. The cost for reseeding shall be considered subsidiary to Item 164.

Areas to receive fertilizer are the same as shown for Item 164.

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent Phosphorous and 5 percent Potassium. Fertilizer shall be homogenized. Cost for "Fertilizer" will not be paid for directly but shall be considered subsidiary to Item 164.

Water shall be applied uniformly over areas after seeding or sodding as directed by the Engineer in accordance with applicable provisions of Item 168, "Vegetative Watering". Cost for "Vegetative Watering" will not be paid for directly but shall be considered subsidiary to Item 164.

In addition, the Contractor shall be responsible for a 70% grass coverage in order to comply with stabilization requirements. Vegetative coverage shall be uniform. During this period, water equipment shall be metered and operated under pumping pressure capable of delivering the required quantities of water necessary. Each cycle shall be executed twice weekly, or as directed by the Engineer. Water shall be applied in such a manner as to ensure adequate moisture and be maintained on the grass seeding and not erode the soil in place. During periods of adequate moisture as determined by the Engineer, mechanical watering may not be required. In addition to metering the water equipment, the Contractor shall upon request of the Engineer, provide a logbook showing daily water usage and receipts of water applied.

Upon establishment of 70% vegetative coverage as determined by the Engineer, the Engineer shall have the option to require the Contractor to continue watering as specified for a period not to exceed 30 days.

The basis of the estimate below establishes the approximate quantity of water required to complete one (1) full watering cycle:

*Grass Areas	Gallons/SY	SY	Total Gallons (Minimum)
Back of Curb to R.O.W.	1.4	5,670	7,938

ITEM 216. ROLLING (Proof)

The subgrade will be proof-rolled prior to placement of base course. Work for proof-rolling shall be done in accordance to Item 216 "Rollling (Proof)", except for measurement and payment. This work will not be paid for directly but shall be considered subsidiary to the various bid items.

ITEM 247. FLEXIBLE BASE

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas.

ITEM 260. LIME TREATMENT (ROAD MIXED)

Soft Spots in the Subgrade may be required to receive lime stabilization if directed by the Engineer. Adding, mixing, etc., of the lime for soft spots will not be paid for directly, but shall be considered subsidiary to the the various bid items. Lime used for soft spots will be measured and paid for under bid Item "Lime".

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. ASPHALT'S, OILS AND EMULSIONS

Temporary ramps/detours and driveways may be performance grade 64-22.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.3 gal/sy.

ITEM 340. HOT MIX ASPHALTIC CONCRETE PAVEMENT

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the travelling public with asphaltic material.

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

ITEM 464. REINFORCED CONCRETE PIPE

The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer. Do not use mortar joints.

ITEM 467. SAFETY END TREATMENT

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 502. BARRICADES, SIGNS AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

ITEM 530. DRIVEWAYS AND TURNOUTS

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 560. MAILBOX ASSEMBLIES

The existing mailbox assembly shall be relocated and adjusted by the Contractor as required to allow for the proposed construction operations. The Contractor shall coordinate the mailbox relocation and adjustment with the local Post Office and mail delivery person.

Existing concrete or brick mailboxes will be replaced with concrete or brick mailboxes of the same type. The contractor may relocated those existing mailboxes and replace those same mailboxes if no damage has to those mailboxes has occurred. Payment for brick mailboxes will be for removing, relocating, and replacing the existing mailboxes or for removing and replacing with a new mailbox of the same type.

All work to adjust the mailboxes will not be paid for directly, but shall be considered subsidiary to this Item.

ITEM 644. SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

All signs shall be erected according to the locations shown on the signing layout sheets except that the Engineer may shift a sign in order to secure a more desirable location. The Contractor will stake all sign locations as shown in the plans and approved by the Engineer. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, the Contractor will be required to provide aluminum type of sign blanks as provided for under Item 636 for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed by the Engineer and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain the property of the County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by Hidalgo County. The Contractor will be required to haul the removed sign material to the Precinct 2 yard in Pharr, Texas. No signs shall be removed without prior approval of the Engineer.

All excess excavation shall be spread uniformly inside the Right of Way as directed by the Engineer and shall be included in the price of this item.

EXHIBIT B

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.

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.

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

EXHIBIT D

PREVAILING WAGE RATES

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: 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

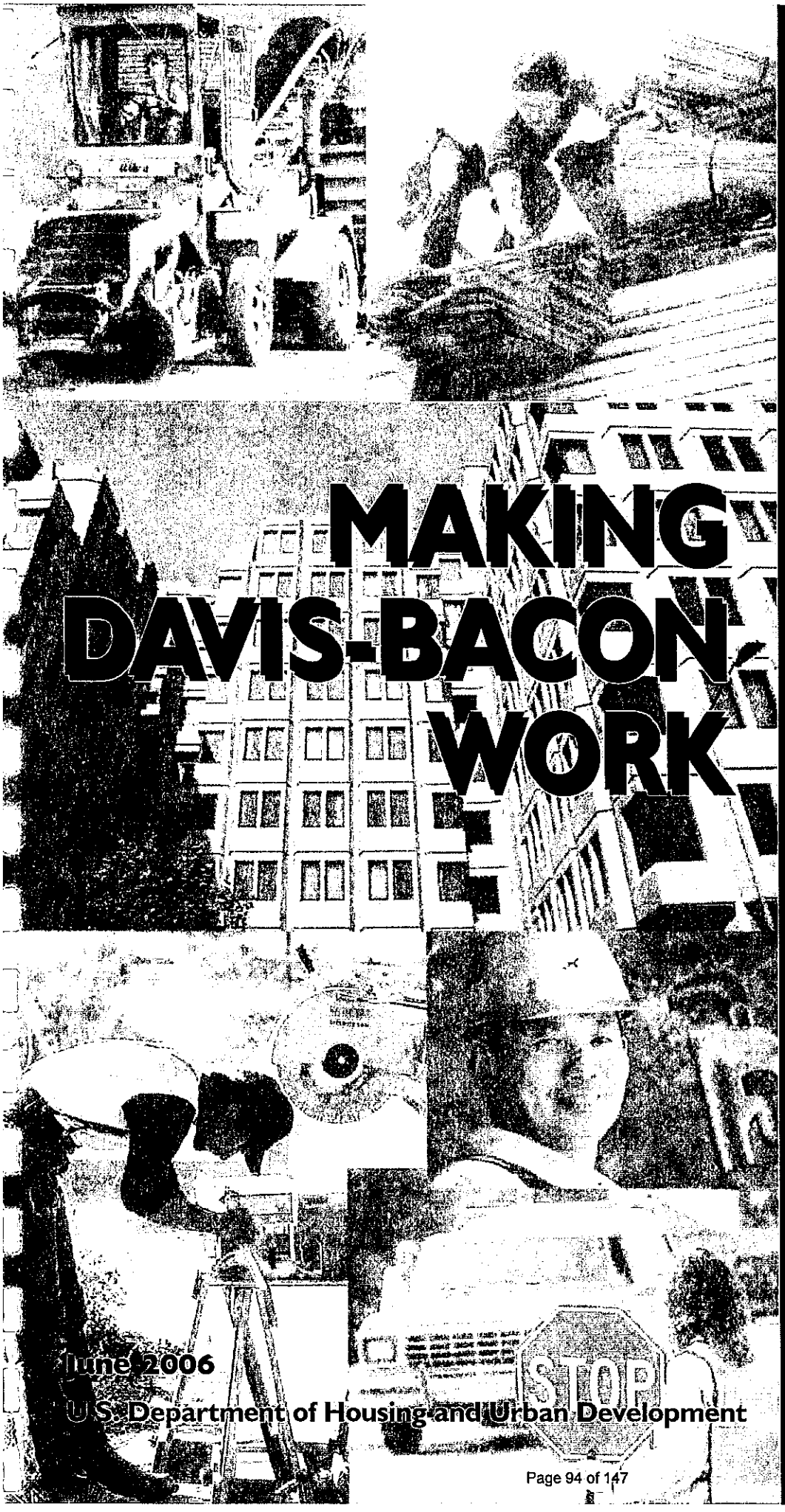
interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

June 2006

U.S. Department of Housing and Urban Development

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

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MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

MAKING DAVIS-BACON WORK

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA***.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter *SL 95-01, CWHSSA Coverage threshold for overtime and health and safety provisions*, available on line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.huduclips.org/cgi/index.cgi***

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term ***"prime contractor"*** will mean the principal contractor; ***"subcontractor"*** will mean all subcontractors including lower-tier subcontractors; and the term ***"employer"*** will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See 1I-3 Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics*. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off*-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits, as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits. Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: (\$10 × 1½) + \$5 = \$20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board.*** DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
PROJECT NUMBER:	PROJECT COUNTY:

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

A-4

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

A-6

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

4812

G2Q U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

Checklist (Required forms for road construction)

Contractor: _____
Contract Amount: _____
Project/Precinct: _____
Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			
				Exhibit E-A

Change Order (BLANK)

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion:	0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion:	0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion:	0 calendar days or dates

RECOMMENDED:

By: _____
Enlgineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
10% of completed Work:	
_____ of stored material	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: _____

_____
CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1
Work Type: Paving & Drainage
Limits:
From:
To:

Contractor:
Contract Price:
Work Done this Mo:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

						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
650	DCL 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)(10")	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)(TY M)	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	$550.00	$550.00	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:

Schedule of Values

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

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, 1956

Project Testing Requirements Form

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	Test	Description	Required	Remarks					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form K

Exhibit E-K

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____
   _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-J

Payment Schedule

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Quantity Worksheet

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(605) 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" FI. BS(Compd 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	6240	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	6249	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
		(606) DRAINAGE																			
11	530	Drwys (Asph Conc Pav) (PRS)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	6" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$	0.0		$	0.0		0	0		0	0						0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R C P	L F	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Project Sign

Your Tax Dollars at Work
Hidalgo County Pct 2

Hector "Tito" Palacios, Commissioner

Hidalgo County Pct 2 – Road & Drainage Construction For Rancho Blanco Road

Hidalgo County Commissioner's Court

Ramon Garcia	- County Judge
A.C. Cuellar	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: R. Gutierrez Engineering Corporation

HIDALGO COUNTY PRECINCT No. 2
RANCHO BLANCO ROAD
PAVING AND DRAINAGE IMPROVEMENTS
2013

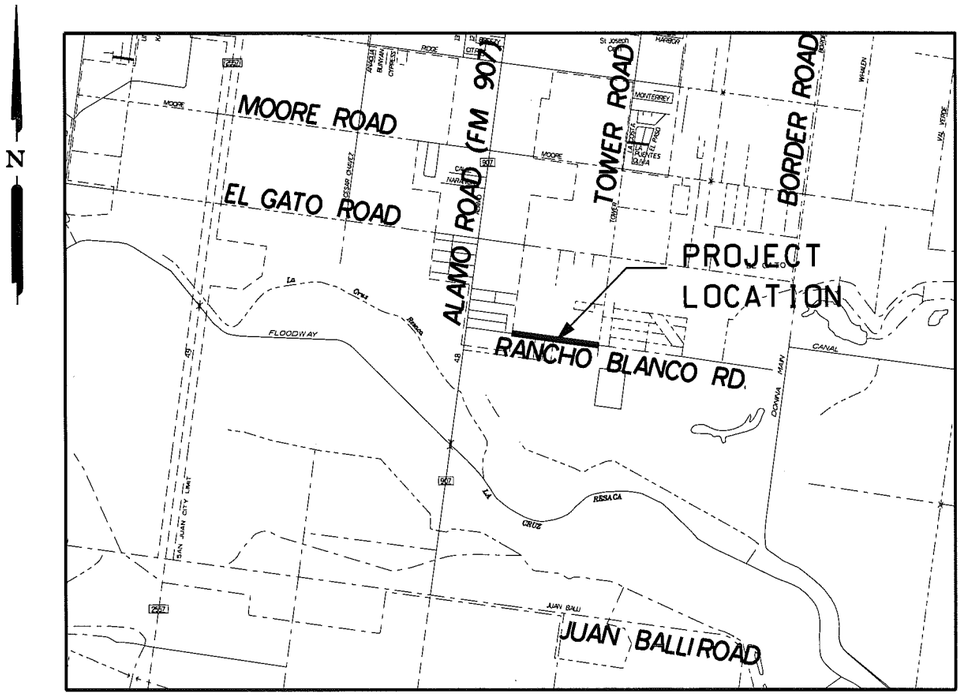
NET LENGTH OF PROJECT = 2530 FT. = 0.48 MILES

LIMITS:
FROM: 1/4 MILE EAST OF ALAMO ROAD (FM 907)
TO: TOWER ROAD

RE-CONSTRUCTION OF EXISTING ROADWAY:
CONSISTING OF EXCAVATION, EMBANKMENT, LIME TREATED SUBGRADE,
LIME TREAT BASE, PRIME COAT, ACP, DRAINAGE STRUCTURES, SIGNING AND STRIPING

INDEX OF SHEETS

1	COVER SHEET
2	PROJECT LAYOUT
3	GENERAL NOTES
4	TYPICAL SECTIONS
5	ESTIMATE & QUANTITIES
6-8	TRAFFIC CONTROL PLAN
9-14	PLAN & PROFILE
15-16	SIGNNG & STRIPING LAYOUTS
17	DRIVEWAY TABLES
	STANDARDS
18	DRIVEWAY DETAILS (PRIVATE)
19	DRIVEWAY PROFILE DETAILS
20	MAILBOX DETAIL
21	SAFETY END TREATMENT
22	TYPE "C" INLET
23-34	BC (1) THRU (12) - 07
35	SW3P
36	EC (1) - 09
37	EC (3) - 09



☆ HIDALGO COUNTY OFFICIALS ☆

RAMON GARCIA	COUNTY JUDGE
A.C. CUELLAR, JR.	COMMISSIONER PCT. No. 1
HECTOR "TITO" PALACIOS	COMMISSIONER PCT. No. 2
JOE M. FLORES	COMMISSIONER PCT. No. 3
JOSEPH PALACIOS	COMMISSIONER PCT. No. 4

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
LICENSED
PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 6-3-13

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Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

SCALE 1"=100'

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

98+00 99+00

POT 98+00.00

BEGIN PROJECT
STA. 100+00.00
MATCH EXIST. ROAD

EXIST. 40' R.O.W.

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

EXIST. R.O.W. LINE

EXIST. 50' R.O.W.

CATHY LANE

MATCHLINE STA. 107+80.00

SCALE 1"=100'

MATCHLINE STA. 107+80.00

EXIST. R.O.W. LINE

S 81° 25' 06.93" E
2,515.28'

108+00 110+00 112+00 114+00 116+00 118+00 120+00 122+00

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

MATCHLINE STA. 121+70.00

CATHY LANE

EXIST. 50' R.O.W.

DENISE DRIVE

BENCH MARK
STA. 111+78.60.
26.40' RT.
EL.=

JOHNSON STREET

IRR

EXIST. 40' R.O.W.

MATCHLINE STA. 121+70.00

SCALE 1"=100'

END PROJECT
STA. 125+30.00
MATCH EXIST. ROAD

EXIST. R.O.W. LINE

S 81° 25' 06.93" E
274.85'

126+00 127+00

EXIST. R.O.W. LINE

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

EXIST. 50' R.O.W.

PC 123+15.28

PRC 124+10.14

PT 125+05.01

POT 127+79.85

TOWER ROAD

MATCHLINE STA. 121+70.00

F:\2013\ENG\02-Rancho Blanco Road\PLANS\PROJECT LAYOUT.dgn

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STATE OF TEXAS
RAMIRO GUTIERREZ
86946
REGISTERED
PROFESSIONAL ENGINEER

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DATE: 6-3-13

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PROJECT LAYOUT

LOCATION

	BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
2

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2.

2. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENT, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

3.CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. DAVID GARCIA, WITH MILITARY HIGHWAY WATER SUPPLY CORP. (M.H.W.S.C.) AT (866) 225-5683 AND MR. RICK CUEVAS WITH THE CITY OF ALAMO UTILITIES AT (956) 787-8321, 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE AND MEET WITH ANY ADDITIONAL REQUIREMENTS AND /OR SPECIFICATIONS.

4. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING AT 1-800-DIG-TESS.

5. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 (H.C.I.D. No. 2) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 787-1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND /OR SPECIFICATIONS.

6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

7. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TMUTCD LATEST EDITION AND AS APPROVED BY THE ENGINEER.

8. ALL MATERIALS AND DEBRIS, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION IN PREPARATION FOR THE PROPOSED IMPROVEMENTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THESE MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED.

9. CONTRACTOR SHALL AT ALL TIMES PROVIDE ACCESS TO EXISTING RESIDENCES.

10. ANY DAMAGES TO FENCES, WALKS OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

11. NO OPEN EXCAVATIONS SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING AND WITH $^{3}/_{4}$" PLYWOOD, WOOD PLANKING WITH OSHA ORANGE PLASTIC EXPANDED MESH BARRIER AROUND THE PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED.

15. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY TO RELOCATE OR DIVERT AN UTILITY IN CONFLICT WITH PROPOSED CONSTRUCTION SO AS NOT TO DISRUPT SERVICE OF IT. CONTRACTOR SHALL RESTORE, RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION.

16. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

17. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

19. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E. WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

20. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESS IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN EDGE OF PAVEMENT AND RIGHT OF WAY TO HAVE POSITIVE FLOW TO TOWER ROAD.

22. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, IRRIGATION AND/OR ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

23. THE CONTRACTOR SHALL CLEAN-UP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

24. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPERATE PAY ITEM UNLESS STATED OTHERWISE. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, ENTRANCE CULVERTS, TRASH, ETC., SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No. 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OF ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No. 2. IF THE CONTRACTOR PLACE EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT HIS OWN COST.

25. THE CONTRACTOR IS RESPOSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

26. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OF WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

FLEXBASE (TYPE E GRADE 4)

RETAINED ON SQ. SIEVE	PERCENT RETAINED
2"	0
$^{1}/_{2}$"	20-60
No. 4	40-75
No. 40	70-90
MAX. PI:	15
MAX. WET BALL PI:	15
WET BALL MILL MAX AMOUNT:	50
MIN. COMP. STRENGTH PSI:	150 AT 15 PSI LATERAL PRESSURE
TRIAXIAL TEST	Tex-117-E

27. EXISTING CALICHE TO BE EXCAVATED AND STOCKPILED, SAID EXISTING SECTION SHALL BE USED IN THE BOTTOM HALF OF THE ROAD AND SHALL BE CONSTRUCTED FROM EXCAVATED AND STOCKPILED CALICHE WITH THE COMBINATION OF EXISTING AND NEW TO ATTAIN THE REQUIRED 8 IN. DEPTH. 8 IN BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CALICHE AT THE TOP OF THE BASE SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX. 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO (2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. SAID FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.

28. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR ROADSIDE DITCH AND ROADWAY. BASE AND SUBGRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 2.5%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CALICHE BASE MATERIAL THAT MAY BE REQUIRED DUE TO OVER EXCAVATIONS OF THE EXISTING BASE & SUBGRADE.

29. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING TRAFFIC SIGN (STOP SIGNS, ROAD NAMES, ECT.) TO COMPLETE ROAD AND DRAINAGE IMPROVEMENTS. NO STOP SIGNS OR OTHER REGULATORY SIGNS SHALL BE REMOVED PRIOR TO HAVING A TEMPORARY OR REPLACEMENT SIGN ALREADY INSTALLED THAT WILL TAKE THE PLACE OF THE ONE BEING REMOVED. SIGNS TO BE REPLACED WITH PROPER FOUNDATION IN ACCORDANCE WITH THE SPECIFICAITONS. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPERATE PAY ITEM UNLESS STATED OTHERWISE.

30. CONTRACTOR SHALL PROVIDE STORM WATER POLLUTION PREVENTION PLAN (SW3P) PRIOR TO COMMENCEMENT OF CONSTRUCTION AS REQUIRED B HIDALGO COUNTY AND OR TCEQ.

31.CONTRACTOR SHALL RELAY OR REPLACE DRIVEWAY PIPE CULVERTS AS PART OF THE ROADSIDE DITCH GRADING OF PROJECT. SAID RELAYING OF CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

32. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN DRIVEWAY TABLE WORKSHEET.

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(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
PROFESSIONAL ENGINEER

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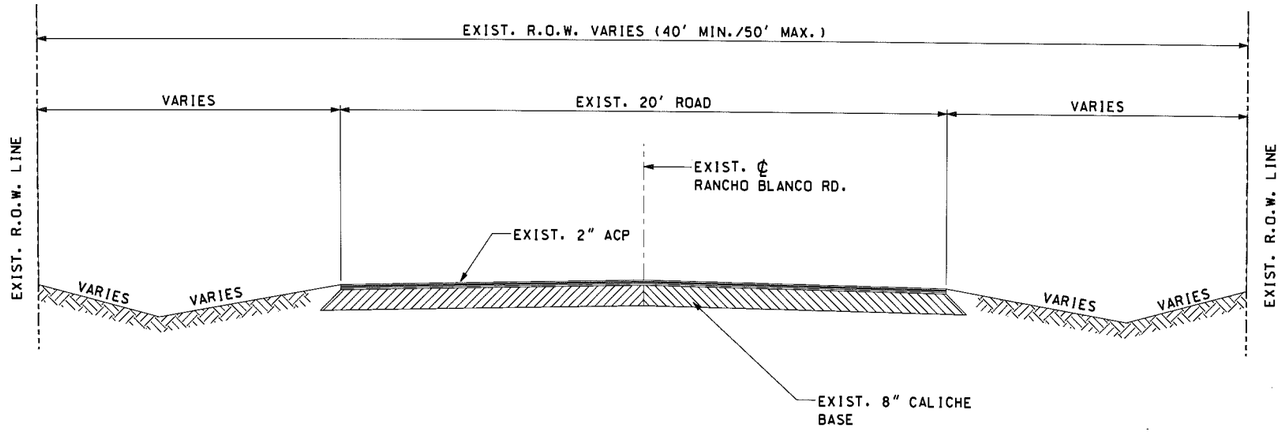
HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
GENERAL NOTES
LOCATION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

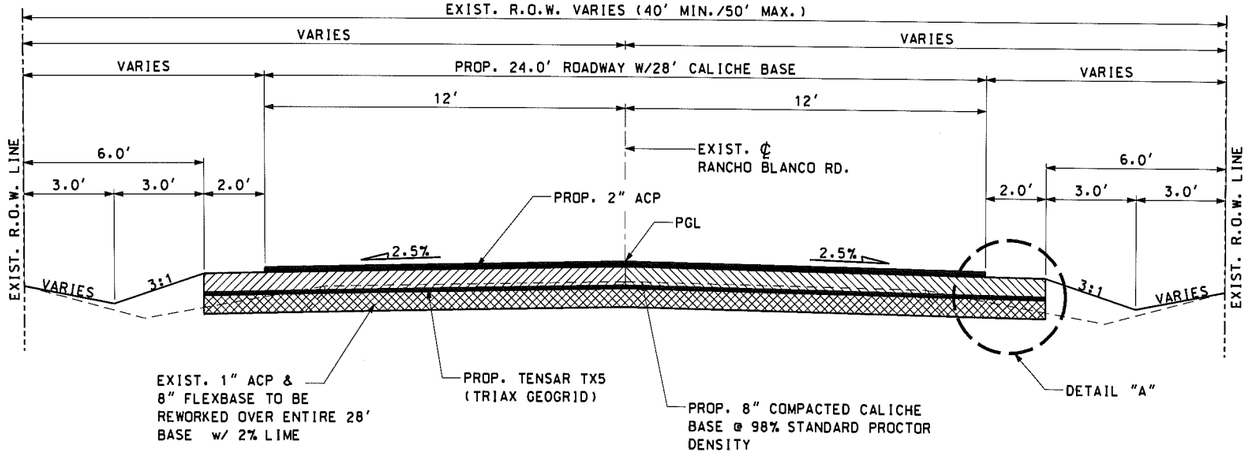
SHEET No.
3

F:\2013\ENG\02-Rancho Blanco Road\PLANS\GENERAL NOTES.dgn



EXISTING TYPICAL SECTION

STA. 100+00.00 TO STA. 125+33.00

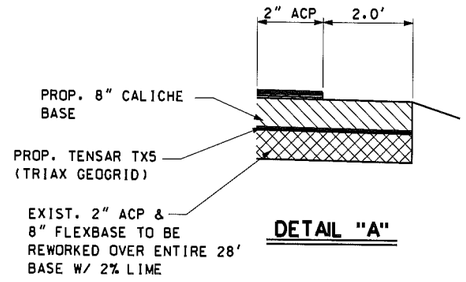


PROPOSED TYPICAL SECTION

STA. 100+00.00 TO STA. 124+70.00

PROPOSED TYPICAL SECTION - TRANSITION SECTION

STA. 124+70.00 TO STA. 125+33.00



DETAIL "A"

NOTES:
1. SCARIFY EXISTING ROADWAY SECTION INCLUDING ASPHALT AND BASE AND MIX THOROUGHLY AND SPREAD OUT TO ESTABLISH 28.0 FT SUBGRADE WITH CROSS SLOPE OF 2.5% AND COMPACT TO 95% DENSITY.
2. INSTALL TRIAX GEO GRID OVER ENTIRE 28.0 FT BASE.
3. INSTALL 8" CALICHE BASE WITH 2% LIME ADMIX. BY WT. WITH 2.5% CROSS SLOPE AND COMPACT TO 98% DENSITY. SEE THE GENERAL NOTES SHEET FOR PROPOSED BASE REQUIREMENTS.
4. APPLY PRIME COAT OVER ENTIRE 28.0'FT BASE.
5. CONSTRUCT 2" HMAC WITH 2.5% CROSS SLOPE.

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R. Gutierrez Engineering Corporation

STATE OF TEXAS · RAMIRO GUTIERREZ · 65948 · LICENSED PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
TYPICAL SECTIONS
LOCATION

BY	DATE	REVISION

FB. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
4

F:\2013\ENG\102-Rancho Blanco Road\PLANS\TYP. SECTIONS.dgn

BASIS OF ESTIMATE (ROADWAY)

LOCATION STA.	LENGTH (STA)	ITEM 100 ⊛ PREP. R.O.W. (STA)	ITEM 110 EXCAVATION ROADWAY (CY)	ITEM 132 EMBANKMENT (FINAL)(DENS CONT) (TY C) (CY)	ITEM 204 ⊛ SPRINK DUST CONTROL 4 MG/STA (MG)	ITEM 247 FLEX BASE (RD DEL) TY E GR 4 (FINAL POSITION) (CY)	ITEM 260 LIME TREAT. BASE (DENSITY CONTROL) 8 in. (SY)	ITEM 260 LIME TY "A"SLURRY, "B" OR "C"SLURRY 2% BY WT. (TON)	ITEM 260 LIME SOFT SPOT LIME TY "A" SLURRY "B" OR "C" SLURRY 25 TONS/MI. (TON)	⊛ AREA (SY)	PRIME COAT ITEM 310 ASPH MAT'L. (MC-30) (0.3 GAL/SY) (GAL)	ASPH. CONC. PAV. ITEM 340 ACP (SURF.) TY "D" (2") (TON)	ITEM 5261 TRIAX GEOGRID (SY)
THROUGHOUT PROJECT	24.7	24.7	595	475	99	1800	7708	112	12	6768	2116	773	8085
TOTAL	24.7	24.7	595	475	99	1800	7708	112	12	6768	2116	773	8085

⊛ FOR CONTRACTORS INFORMATION ONLY (NON-PAY)
EST. WT. OF NEW & SALVAGE FLEXIBLE BASE = 3375 lb/cy (COMPACTED DRY WT.)
EST. WT. OF SUBGRADE = 2970 lb/cy

SUMMARY OF TEMPORARY EROSION SEDIMENTATION AND WATER POLLUTION PREVENTION & CONTROL

SHEET NO.	ITEM 0506-2017 CONST. EXITS TY (II) (SY) EST.	ITEM 0506-2019 CONST. EXITS TY (II) (REMOVE) (SY) EST.	ITEM 0506 TEMP. SEDIMENT CONTROL FENCE (LF) EST.	ITEM 164-2023 CELL FIB. SEED (PERM)(RURAL)(CLAY) (SY) EST.	ITEM 164-2023 CELL FIB. SEED (TEMP)(WARM) (SY) EST.	ITEM 166-2002 FERTILIZER ‡ (TON) EST.	ITEM 168-2001 ⊛ VEGETATED WATERING (MG) EST.
THROUGHOUT PROJECT	168	168	400	5670	5670	0.06	190
TOTALS	168	168	400	5670	5670	0.06	190

‡ FOR CONTRACTORS INFORMATION ONLY. NO DIRECT PAYMENT. SUBSIDIARY TO ITEM 164.

THE TONNAGE OF FERTILIZER IS BASED ON A RATE THAT WILL PROVIDE 100 LBS. OF NITROGEN PER ACRE AS IS BASED ON FERTILIZER CONTENT (N-P-K) OF 10-5-5.

* QUANTITY BASED ON 36 LF PER INLET AND ALONG DITCH LINE. (12 LF/1000 LF)

⊛ VEGETATED WATERING IS BASED ON A RATE OF 6780 GAL/AC/FOR 24 CYCLES.

(ITEM 666) SUMMARY OF REFLECTORIZED PAVEMENT MARKINGS

STATION LIMITS	TY I-THERMOPLASTIC, (100 MIL) ITEM 666 4" BROKEN YELLOW (LF) EST	FIN	ITEM 666 4" SOLID YELLOW (LF) EST	FIN	ITEM 666 24" SOLID WHITE (LF) EST	FIN	ITEM 666 12" SOLID WHITE (LF) EST	FIN
THROUGHOUT PROJECT	630		200					
TOTALS:	630		200					

NOTE: ALL PERMANENT PAVEMENT MARKINGS SHALL BE (100MIL) THERMOPLASTIC.

(ITEM 672) SUMMARY OF RAISED PAVEMENT MARKERS

STATION LIMITS	CL B (REFL) ITEM 672 TY I-C (SGL REFL) EA EST.		ITEM 672 TY II-AA (DBL REFL) EA EST.	FIN.
THROUGHOUT PROJECT			52	
TOTALS:			52	

* PAVEMENT MARKERS TY I-C & TY II-AA SHALL BE INSTALLED WITH THE CLEAR OR AMBER REFLECTIVE FACE TOWARDS THE DIRECTION OF TRAFFIC.

SUMMARY OF SMALL SIGNS (ITEM 644)

SHEET No.	644 INS SM RD SN SUP&AM TY S80(1) SA(P) (EA) EST
THROUGHOUT PROJECT	6
TOTAL	6

SUMMARY OF MAILBOXES (ITEM 560)

SHEET NO.	SINGLE (EA) EST	DOUBLE (EA) EST	BRICK (EA) EST
9	-		1
10	1		-
11	2		-
12	3		1
13	3		-
14	-		-
TOTAL:	9		2

SUMMARY OF DRAINAGE/ IRRIGATION STRUCTURES

SHEET NO./ STATION	ITEM 464- RCP (SPL) SEWER (CL III) (RUBBER GASKET) 18"(LF) EST.	24"(LF) EST.	30"(LF) EST.	ITEM 467 S.E.T (6:1) (18 IN) (EA) EST.
9	144			6
10	156			9
11	146			10
12	232			9
13	160			11
14	32			1
TOTAL	870			46

Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

STATE OF TEXAS — RAMIRO GUTIERREZ — 85948 — REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 85948
DATE: 6-10-13
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
ESTIMATE & QUANTITIES
LOCATION

BY | DATE | REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
5

F:\2013\ENG\02-Rancho Blanco Road\PLANS\E&Q SHEET.dgn

SCALE 1"=1000'

N

MOORE

907

CALLE NARANGA

LA PUENTES EL OLIVIA

MOORE ROAD

TOWER ROAD

ALAMO ROAD (FM 907)

EL GATO

EL GATO ROAD

Cruz

Resaca

48

RANCHO BLANCO ROAD

CANAL

ONIVA MAIN

DETOUR AHEAD

1

TY III BARRICADE

2

ROAD CLOSED TO THRU TRAFFIC

R11-4

3

DETOUR

ROAD CLOSED TO THRU TRAFFIC

R11-4

4

DETOUR

ROAD CLOSED TO THRU TRAFFIC

R11-4

5

END ROAD WORK

G20-2a

6

DETOUR

7

DETOUR

8

DETOUR

9

Professional Engineers & Land Surveyors

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FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER

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DATE: 6-3-13

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
TRAFFIC CONTROL PLAN

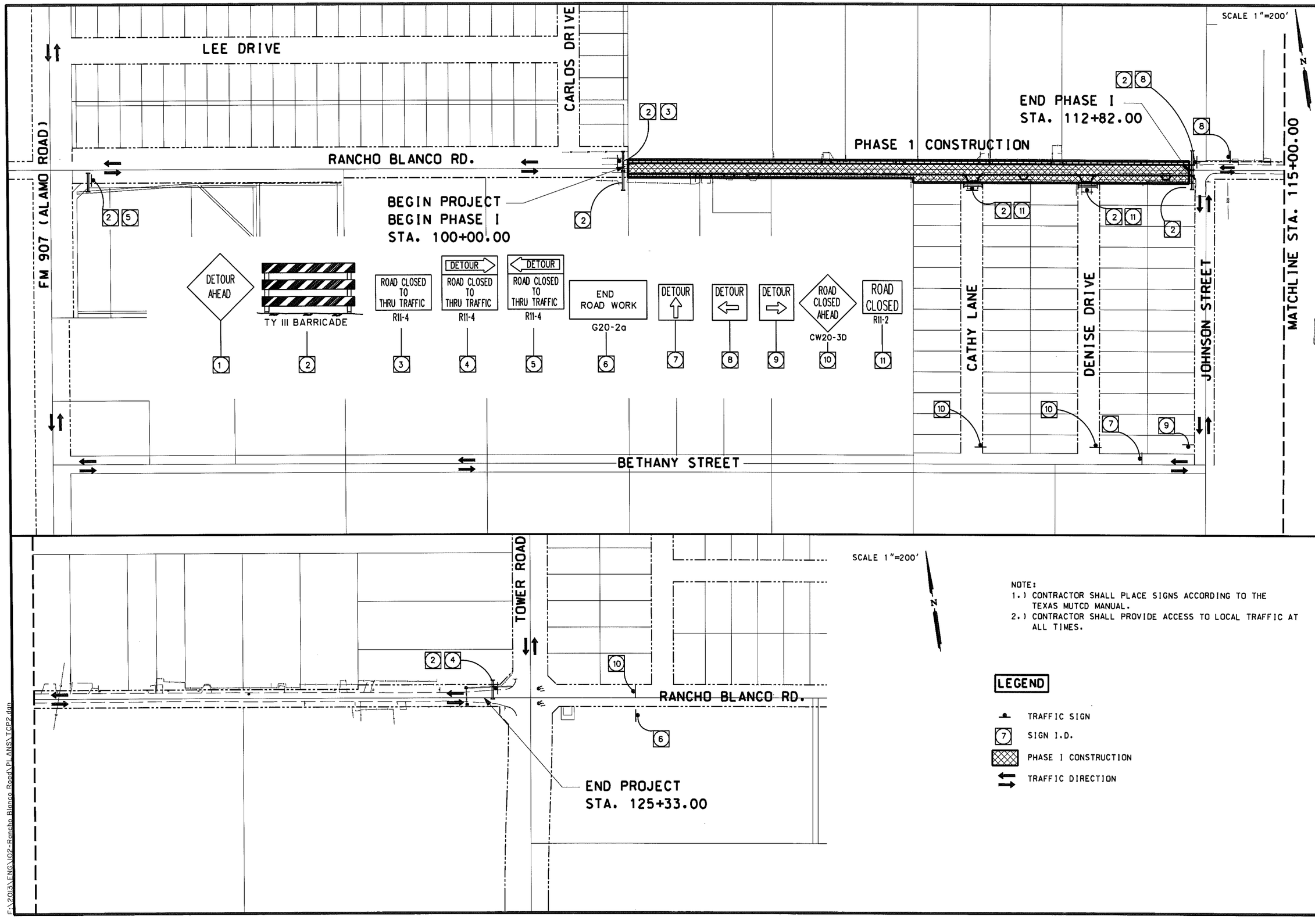
DETOUR ROUTE

REVISION	DATE	BY

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
6

F:\2013\ENG\02-Rancho Blanco Road\PLANS\TCP1.dgn



NOTE:
1.) CONTRACTOR SHALL PLACE SIGNS ACCORDING TO THE TEXAS MUTCD MANUAL.
2.) CONTRACTOR SHALL PROVIDE ACCESS TO LOCAL TRAFFIC AT ALL TIMES.

LEGEND

- TRAFFIC SIGN
- (7) SIGN I.D.
- PHASE I CONSTRUCTION
- TRAFFIC DIRECTION

Professional Engineers & Land Surveyors
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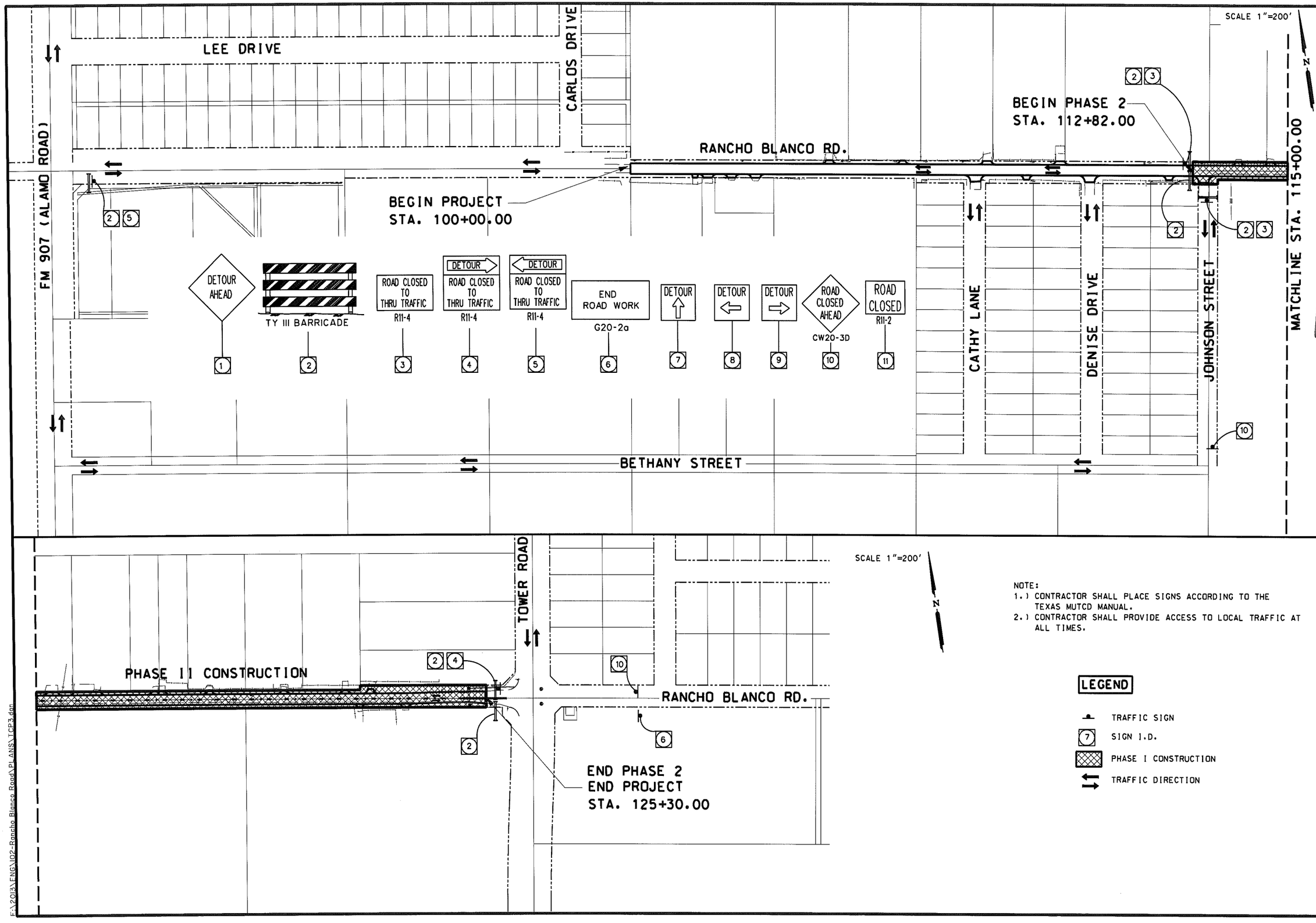
HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
TRAFFIC CONTROL PLAN
PHASE I CONSTRUCTION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No. 7

F:\2013\ENG\102-Rancho Blanco Road\PLANS\TCP2.dgn



NOTE:
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2.) CONTRACTOR SHALL PROVIDE ACCESS TO LOCAL TRAFFIC AT ALL TIMES.

LEGEND

- TRAFFIC SIGN
- (7) SIGN I.D.
- PHASE I CONSTRUCTION
- TRAFFIC DIRECTION

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
TRAFFIC CONTROL PLAN
PHASE II CONSTRUCTION

REVISION	DATE	BY

FB. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No. 8

F:\2013\ENG\102-Rancho Blanco Road\PLANS\TCP3.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

BENCHMARK
ALUMINUM DISK ON CONRETE
STA. 99+93.00, 26.0' LT.
EL. = 97.78

EXIST. R.O.W. LINE
EXIST. 70' R.O.W.
EXIST. FENCE
EXIST. OVERHEAD POWER LINE (AEP)
EXIST. WATER LINE (M.H.W.S.C.)
RE-GRADE DITCH LINE
EXIST. SANITARY SEWER LINE TO REMAIN (CITY OF ALAMO)
EXIST. TELEPHONE LINE (AT&T)
EXIST. R.O.W. LINE
EXIST. FENCE

BEGIN PROJECT
STA. 100+00.00
MATCH EXIST.
ROAD

EXIST. WATER VALVE TO BE ADJUSTED (M.H.W.S.C.)
EXIST. OVERHEAD POWER LINE (AEP)
EXIST. BRICK MAILBOX TO BE ADJUSTED
PROP. ℄ RANCHO BLANO ROAD
PROP. 18"x56.0' RCP CL III W/2-SET
RE-GRADE DITCH LINE
PROP. 18"x32.0' RCP CL III W/2-SET
PROP. 18"x36.0' RCP CL III W/2-SET
EXIST. R.O.W. LINE
EXIST. 40' R.O.W.
PROP. 24.0' RDWY.
EXIST. 21.0' RDWY.

MATCHLINE STA. 104+20.00

LEGEND

- Bench Mark
- 60d Nail
- Iron Rod
- Iron Pipe
- CPS
- Telephone Box
- Power Pole W/Light
- Water Valve
- Mail Box
- Large trees
- Water Meter
- Clean Out
- Power Pole
- Down Guy
- Tel._Marker
- Fire Hydrant
- Sign
- Gas Valve
- Irrigation Valve
- Irrigation/Stand Pipe
- Gas Marker
- Mesquite Tree
- Catus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- SS_Manhole
- D._Manhole
- Lamp Post
- Exist. San. Sewer Line
- Exist. Water Line
- Exist. Overhead Power Line
- Exist. Telephone Line
- PROP. DITCH LINE
- DRIVEWAY I.D. #
- MAILBOX TO BE ADJUSTED
- ACP DRIVEWAY
- CONC. DRIVEWAY

PROP. PGL.EXIST. ℄.EXIST. LT. ROW/PROP. LT. DITCH

BEGIN PROJECT
STA. 100+00.00
MATCHE EXIST.
ROAD

STA = 101+00.00
EL. = 98.93'
PROP. ℄ PROFILE
EXIST. ℄ PROFILE
STA = 103+50.00
EL = 98.55'
(+)0.6603 %
(-)0.1500 %
(-)0.1500 %
(-)0.2169 %
(-)0.2525 %
(-)0.1737 %
STA = 103+57.50
EL = 96.09'

STA. 100+00.00
BEGIN DITCH
EL. = 96.99
EXIST. LEFT DITCH LINE PROFILE
PROP. ROADSIDE DITCH PROFILE (LT.)

98.27	96.99	98.27	97.65	98.93	96.74	98.16	97.56	98.78	96.49	98.03	97.45	98.63	96.23	97.91	97.58	98.44	96.02	97.48	96.92

MATCHLINE STA. 104+20.00

PROP. ℄ PROFILE
PROP. LT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. LT. DITCH PROFILE

PROP. PGL.EXIST. ℄.EXIST. RT. ROW/PROP. RT. DITCH

BEGIN PROJECT
STA. 100+00.00
MATCHE EXIST.
ROAD

STA = 101+00.00
EL = 98.93
PROP. ℄ PROFILE
EXIST. RIGHT ROW PROFILE
STA = 103+50.00
EL = 98.55'
(+)0.6603 %
(-)0.1500 %
(-)0.1500 %
(-)0.2169 %
(-)0.2525 %
(-)0.1737 %
STA = 103+57.50
EL = 96.09'

STA. 100+00.00
BEGIN DITCH
EL. = 96.99
PROP. ROADSIDE DITCH PROFILE (LT.)
PROP. 18"x56.0' RCP CL III W/2-SET (18")(4:1)
PROP. 18"x32' RCP CL III W/2-SET (18")(4:1)
PROP. 18"x56' RCP CL III W/2-SET (18")(4:1)
FL=96.69
FL= 95.92
FL=95.73
FL=95.60
FL.=95.47
FL.=96.19
EXIST. RIGHT DITCH LINE PROFILE

98.27	96.99	98.27	97.61	98.93	96.74	98.16	97.28	98.78	96.49	98.03	97.41	98.63	96.23	97.91	97.07	98.44	96.02	97.48	96.26

MATCHLINE STA. 104+20.00

PROP. ℄ PROFILE
PROP. RT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. RT. DITCH PROFILE

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FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

BY	DATE	REVISION

FB. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
9

F:\2013\ENG\102-Rancho Blanco Road\P&P\PP1.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'

N

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

MATCHLINE STA. 104+20.00

MATCHLINE STA. 109+00.00

PROP. 18"x32.0' RCP CL III W/2-SET

PROP. 10' RADIUS (TYP.)

EXIST. WATER LINE (M.H.W.S.C.)

EXIST. TELEPHONE LINE (AT&T)

PROP. 18"x32.0' RCP CL III W/2-SET

PROP. 10' RADIUS (TYP.)

EXIST. OVERHEAD POWER LINE

PROP. 18"x36.0' RCP CL III W/2-SET

PROP. 10' RADIUS (TYP.)

EXIST. FENCE

EXIST. R.O.W. LINE

EXIST. R.O.W. LINE

EXIST. SANITARY SEWER LINE TO REMAIN (CITY OF ALAMO)

EXIST. 40' R.O.W.

PROP. 24.0' RDWY.

EXIST. 21.0' RDWY.

PROP. ℄ RANCHO BLANCO ROAD

EXIST. WATER LINE (M.H.W.S.C.)

EXIST. SAN. SEWER MANHOLE
EXIST. TOP: 96.13
EXIST. FL: 85.90
PROP. TOP = 97.48
(CITY OF ALAMO)

15' RADIUS (TYP.)

CATHY LANE

PROP. 18"x48.0' RCP CL III W/2-SET

EXIST. SAN. SEWER MANHOLE
EXIST. TOP: 96.52
EXIST. FL: 86.76
PROP. TOP = 98.10
(CITY OF ALAMO)

105+00 106+00 107+00 108+00 109

ACP DRIVEWAY

CONC. DRIVEWAY

LEGEND

- Bench Mark
- 60d Nail
- (P) Iron Rod
- (P) Iron Pipe
- CPS
- TB Telephone Box
- Power Pole W/Light
- WV Water Valve
- Mail Box
- Large trees
- Water Meter
- Clean Out
- Power Pole
- Down Guy
- TM Tel_Marker
- Fire Hydrant
- Sign
- GV Gas Valve
- IV Irrigation Volve
- Irrigation/Stand Pipe
- GM Gas Marker
- Mesquite Tree
- Cotus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- S SS_Manhole
- D D_Manhole
- Lamp Post
- SS — Exist. San. Sewer Line
- W — Exist. Water Line
- OH — Exist. Overhead Power Line
- T — Exist. Telephone Line
- # DRIVEWAY I.D. #
- MAILBOX TO BE ADJUSTED

PROP. PGL.EXIST. ℄.EXIST. LT. ROW/PROP. LT. DITCH

MATCHLINE STA. 104+20.00

MATCHLINE STA. 109+00.00

PROP. ROADSIDE DITCH PROFILE (LT.)

PROP. ℄ PROFILE

EXIST. LEFT DITCH LINE PROFILE

EXIST. ℄ PROFILE

(-)0.2169 %

PROP. 18"x32' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x40' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x36' RCP CL III W/2-SET (18")(4:1)

(-)0.1737 %

(-)0.1737 %

(-)0.1737 %

FL.=95.23
FL.=95.86
FL.=95.12
FL.=95.70
FL.=94.93
FL.=95.57
FL.=94.84
FL.=95.36
FL.=94.60
FL.=95.23
FL.=94.50

	98.23	98.01	97.79	97.57	97.36
PROP. ℄ PROFILE	95.84	95.67	95.49	95.32	
PROP. LT. DITCH PROFILE	97.14	97.04	96.85	96.62	
EXIST. ℄ PROFILE	96.83	96.56	96.45	96.15	
EXIST. LT. DITCH PROFILE					

100 95 90

PROP. PGL.EXIST. ℄.EXIST. RT. ROW/PROP. RT. DITCH

MATCHLINE STA. 104+20.00

MATCHLINE STA. 109+00.00

EXIST. RIGHT DITCH LINE PROFILE

PROP. ℄ PROFILE

EXIST. ℄ PROFILE

(-)0.2169 %

PROP. ROADSIDE DITCH PROFILE (RT.)

PROP. 18"x48' RCP CL III W/2-SET (18")(4:1)

FL.=95.42
FL.=94.65
FL.=95.20
FL.=95.27
FL.=94.54
FL.=94.44

	98.23	98.01	97.79	97.57	97.36
PROP. ℄ PROFILE	95.84	95.67	95.49	95.32	
PROP. RT. DITCH PROFILE	97.14	97.04	96.85	96.62	
EXIST. ℄ PROFILE	96.10	95.65	95.81	95.69	
EXIST. RT. DITCH PROFILE					

100 95 90

105+00 106+00 107+00 108+00 109

Professional Engineers & Land Surveyors
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FIRM No. 486

R. Gutierrez Engineering Corporation

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
LICENSED PROFESSIONAL ENGINEER

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DATE: 6-3-13
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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

BY	DATE	REVISION

FB. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
10

F:\2013\ENG\02-Rancho Blanco Road\P&P\PP2.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

PHASE 1 CONSTRUCTION | PHASE 2 CONSTRUCTION

EXIST. SAN. SEWER MANHOLE (TO BE ADJUSTED) EXIST. TOP: 96.13 EXIST. FL: 85.90 PROP. FL. = 96.92 (CITY OF ALAMO)

EXIST. WATER LINE (M.H.W.S.C.)

EXIST. OVERHEAD POWER LINE (AEP)

EXIST. SAN. SEWER MANHOLE (TO BE ADJUSTED) EXIST. TOP: 96.10 EXIST. FL: 85.07 PROP. TOP = 96.41 (CITY OF ALAMO)

EXIST. TELEPHONE LINE (AT&T)

EXIST. R.O.W. LINE

EXIST. FENCE

MATCHLINE STA. 109+00.00

MATCHLINE STA. 113+80.00

S 81° 25' 06.93" E 2,515.28'

110+00 111+00 112+00 113+00

PROP. 10' RADIUS (TYP.)

EXIST. SAN. SEWER TO REMAIN IN PLACE (CITY OF ALAMO)

DENISE DRIVE

EXIST. 50' R.O.W.

PROP. 24.0' RDWY.

EXIST. 21.0' RDWY.

BENCHMARK ALUMINUM DISK ON CONCRETE STA. 111+78.60, 26.4' RT. EL. = 94.46

JOHNSON STREET

IRR

ACP DRIVEWAY

CONC. DRIVEWAY

LEGEND

- Bench Mark
- 60d Nail
- Iron Rod
- Iron Pipe
- CPS
- Telephone Box
- Power Pole W/Light
- Water Valve
- Mail Box
- Large trees
- Water Meter
- Cleon Out
- Power Pole
- Down Guy
- Tel_Marker
- Fire Hydrant
- Sign
- Gas Valve
- Irrigation Valve
- Irrigation/Stand Pipe
- Gos Marker
- Mesquite Tree
- Catus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- SS_Manhole
- D_Manhole
- Lamp Post
- SS — Exist. San. Sewer Line
- W — Exist. Water Line
- OH — Exist. Overhead Power Line
- T — Exist. Telephone Line
- DRIVEWAY I.D. #
- MAILBOX TO BE ADJUSTED

PROP. PGL. EXIST. ℄. EXIST. LT. ROW/PROP. LT. DITCH

STA = 109+50.00
EL = 97.25'

EXIST. LEFT DITCH LINE PROFILE

PROP. ℄ PROFILE

STA = 112+00.00
EL = 96.87'

(-)0.2169 %

(-)0.1500 %

(-)0.1737 %

PROP. 18"x36' RCP CL III W/2-SET (18")(4:1)

(-)0.2026 %

(-)0.2249 %

EXIST. ℄ PROFILE

PROP. ROADSIDE DITCH PROFILE (LT.)

FL.=95.07

FL.=94.31

FL.=94.93

FL.=94.21

FL.=94.26

FL.=93.38

MATCHLINE STA. 109+00.00

MATCHLINE STA. 113+80.00

95.15 96.40 95.98 | 97.17 94.97 96.38 96.10 | 97.02 94.76 96.16 95.98 | 96.87 94.56 96.21 96.38 | 96.65 94.36 96.04 95.55

PROP. ℄ PROFILE
PROP. LT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. LT. DITCH PROFILE

PROP. PGL. EXIST. ℄. EXIST. RT. ROW/PROP. RT. DITCH

STA = 109+50.00
EL = 97.25'

PROP. 18"x32' RCP CL III W/2-SET (18")(4:1)

PROP. ROADSIDE DITCH PROFILE (RT.)

PROP. ℄ PROFILE

STA = 112+00.00
EL = 96.87'

EXIST. RIGHT DITCH LINE PROFILE

EXIST. ℄ PROFILE

(-)0.2169 %

(-)0.1500 %

(-)0.1737 %

(-)0.2026 %

PROP. 18"x46' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x32' RCP CL III W/2-SET (18")(4:1)

(-)0.2249 %

FL.=82.58

STA = 109+77.60
EL = 95.01'

FL.=82.46

FL.=81.69

FL.=82.29

FL.=81.56

FL.=82.08

FL.=81.30

FL.=81.93

FL.=81.21

FL.=81.85

MATCHLINE STA. 109+00.00

MATCHLINE STA. 113+80.00

95.15 96.40 95.86 | 97.17 94.97 96.38 95.43 | 97.02 94.76 96.16 95.51 | 96.87 94.56 96.21 95.21 | 96.65 94.36 96.04 95.71

PROP. ℄ PROFILE
PROP. RT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. RT. DITCH PROFILE

109+00 110+00 111+00 112+00 113+00

Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65946
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65946
DATE: 6-3-13
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
11

F:\A2013\ENG\102-Rancho Blanco Road\P&P\PP3.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'

N

MATCHLINE STA. 113+80.00

MATCHLINE STA. 118+60.00

EXIST. TELEPHONE LINE (AT&T)

EXIST. OVERHEAD POWER LINE (AEP)

CAUTION: EXIST. 30" GAS LINE (TEXAS EASTERN TRANSMISSION, LP)

EXIST. BRICK MAILBOX TO BE ADJUSTED

EXIST. WATER LINE (M.H.W.S.C.)

PROP. 10' RADIUS (TYP.)

EXIST. FENCE

EXIST. R.O.W. LINE

EXIST. SAN. SEWER LINE TO REMAIN IN PLACE (CITY OF ALAMO)

EXIST. 40' R.O.W.

PROP. 24.0' RDWY.

EXIST. 21.0' RDWY.

EXIST. SAN. SEWER MANHOLE (TO BE ADJUSTED)
EXIST. TOP: 96.13
EXIST. FL: 85.90
PROP. TOP = 95.27
(CITY OF ALAMO)

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

LEGEND

- Bench Mark
- 60d Nail
- Iron Rod
- Iron Pipe
- CPS
- Telephone Box
- Power Pole W/Light
- Water Valve
- Mail Box
- Large trees
- Water Meter
- Clean Out
- Power Pole
- Down Guy
- Tel_Marker
- Fire Hydrant
- Sign
- Gas Valve
- Irrigation Valve
- Irrigation/Stand Pipe
- Gas Marker
- Mesquite Tree
- Catus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- SS_Manhole
- D_Manhole
- Lamp Post
- SS — Exist. San. Sewer Line
- W — Exist. Water Line
- OH — Exist. Overhead Pawer Line
- T — Exist. Telephone Line
- DRIVEWAY I.D. #
- MAILBOX TO BE ADJUSTED

ACP DRIVEWAY

CONC. DRIVEWAY

PROP. PGL.EXIST. ℄.EXIST. LT. ROW/PROP. LT. DITCH

PROP. ℄ PROFILE

EXIST. ℄ PROFILE

PROP. ROADSIDE DITCH PROFILE (LT.)

EXIST. LEFT DITCH LINE PROFILE

(-)0.2026 %

PROP. 18"x36' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x36' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x36' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x76' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x48' RCP CL III W/2-SET (18")(4:1)

FL.=93.38 FL.=93.34 FL.=93.23 FL.=93.18 FL.=93.07 FL.=92.89 FL.=93.60 FL.=93.47 FL.=92.69 FL.=92.59 FL.=93.30

	114+00	115+00	116+00	117+00	118+00
PROP. ℄ PROFILE	96.42	96.20	95.97	95.75	95.52
PROP. LT. DITCH PROFILE	94.16	93.95	93.75	93.55	93.35
EXIST. ℄ PROFILE	95.38	95.26	95.06	94.83	94.76
EXIST. LT. DITCH PROFILE	94.90	94.74	94.85	94.26	94.30

PROP. PGL.EXIST. ℄.EXIST. RT. ROW/PROP. RT. DITCH

PROP. ℄ PROFILE

EXIST. RIGHT DITCH LINE PROFILE

EXIST. ℄ PROFILE

(-)0.2026 %

6 %

PROP. ROADSIDE DITCH PROFILE (RT.)

	114+00	115+00	116+00	117+00	118+00
PROP. ℄ PROFILE	96.42	96.20	95.97	95.75	95.52
PROP. RT. DITCH PROFILE	94.16	93.95	93.75	93.55	93.35
EXIST. ℄ PROFILE	95.38	95.26	95.06	94.83	94.76
EXIST. RT. DITCH PROFILE	94.39	94.38	94.36	93.78	93.96

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FIRM No. 486

R. Gutierrez Engineering Corporation

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
12

F:\2013\ENG\02-Rancho Blanco Road\P&P\PP4.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'

N

MATCHLINE STA. 118+60.00

MATCHLINE STA. 123+40.00

EXIST. STORM SEWER MANHOLE
EXIST. TOP = 93.88
EXIST. FL. = 84.59
PROP. TOP = 94.90

PROP. 10' RADIUS (TYP.)

EXIST. OVERHEAD POWER LINE (AEP)

EXIST. TELEPHONE LINE (AT&T)

EXIST. WATER LINE (M.H.W.S.C.)

EXIST. SAN. SEWER LINE TO REMAIN IN PLACE (CITY OF ALAMO)

EXIST. FENCE

EXIST. R.O.W. LINE

EXIST. 40' R.O.W.

PROP. 24.0' RDWY.

EXIST. 21.0' RDWY.

EXIST. SAN. SEWER MANHOLE (TO BE ADJUSTED)
EXIST. TOP: 94.19
EXIST. FL: 81.23
PROP. TOP = 94.62
(CITY OF ALAMO)

119+00 120+00 121+00 122+00 123+00

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

LEGEND

- Bench Mark
- 60d Nail
- Iron Rod
- Iron Pipe
- CPS
- Telephone Box
- Power Pole W/Light
- Water Valve
- Mail Box
- Large trees
- Water Meter
- Clean Out
- Power Pole
- Down Guy
- Tel_Marker
- Fire Hydrant
- Sign
- Gas Valve
- Irrigation Valve
- Irrigation/Stand Pipe
- Gas Marker
- Mesquite Tree
- Catus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- SS_Manhole
- D_Manhole
- Lamp Post
- SS — Exist. San. Sewer Line
- W — Exist. Water Line
- OH — Exist. Overhead Power Line
- T — Exist. Telephone Line
- DRIVEWAY I.D. #
- MAILBOX TO BE ADJUSTED
- ACP DRIVEWAY
- CONC. DRIVEWAY

PROP. PGL. EXIST. ℄ EXIST. LT. ROW/PROP. LT. DITCH

MATCHLINE STA. 118+60.00

MATCHLINE STA. 123+40.00

STA = 119+00.00
EL = 95.30'

PROP. ℄ PROFILE

EXIST. ℄ PROFILE

PROP. ROADSIDE DITCH PROFILE (LT.)

EXIST. LEFT DITCH LINE PROFILE

(-)0.2249 %

(-)0.1404 %

(-)0.2028026 %

(-)0.1935 %

PROP. 18"x30' RCP CL III W/2-SET (18")(4:1)

PROP. 18"x40' RCP CL III W/2-SET (18")(4:1)

FL.=93.22
FL.=92.43
FL.=92.37
FL.=93.08
FL.=92.88
FL.=92.10
FL.=92.03
FL.=92.75
FL.=92.61
FL.=91.83
FL.=91.77
FL.=91.72
FL.=92.37
FL.=91.65

95.30 93.14 94.64 94.22
95.16 92.95 94.36 94.27
95.02 92.76 94.29 93.53
94.88 92.56 94.20 93.81
94.74 92.37 94.06 93.83

PROP. ℄ PROFILE
PROP. LT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. LT. DITCH PROFILE

95
90

PROP. PGL. EXIST. ℄ EXIST. RT. ROW/PROP. RT. DITCH

MATCHLINE STA. 118+60.00

MATCHLINE STA. 123+40.00

STA = 119+00.00
EL = 95.30'

PROP. ℄ PROFILE

EXIST. RIGHT DITCH LINE PROFILE

EXIST. ℄ PROFILE

(-)0.2249 %

(-)0.1404 %

(-)0.2026 %

(-)0.1935 %

STA = 119+00.00
EL = 93.14'

PROP. ROADSIDE DITCH PROFILE (LT.)

PROP. 18"x30' RCP CL III W/2-SET (18")(4:1)

FL.=92.55
FL.=91.78
FL.=92.41
FL.=92.35
FL.=91.68

95.30 93.14 94.64 93.45
95.16 92.95 94.36 93.79
95.02 92.76 94.29 93.35
94.88 92.56 94.20 92.64
94.74 92.37 94.06 92.71

PROP. ℄ PROFILE
PROP. RT. DITCH PROFILE
EXIST. ℄ PROFILE
EXIST. RT. DITCH PROFILE

95
90

119+00 120+00 121+00 122+00 123+00

Professional Engineers & Land Surveyors
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FIRM No. 486
R. Gutierrez Engineering Corporation

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER

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DATE: 6-3-13

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

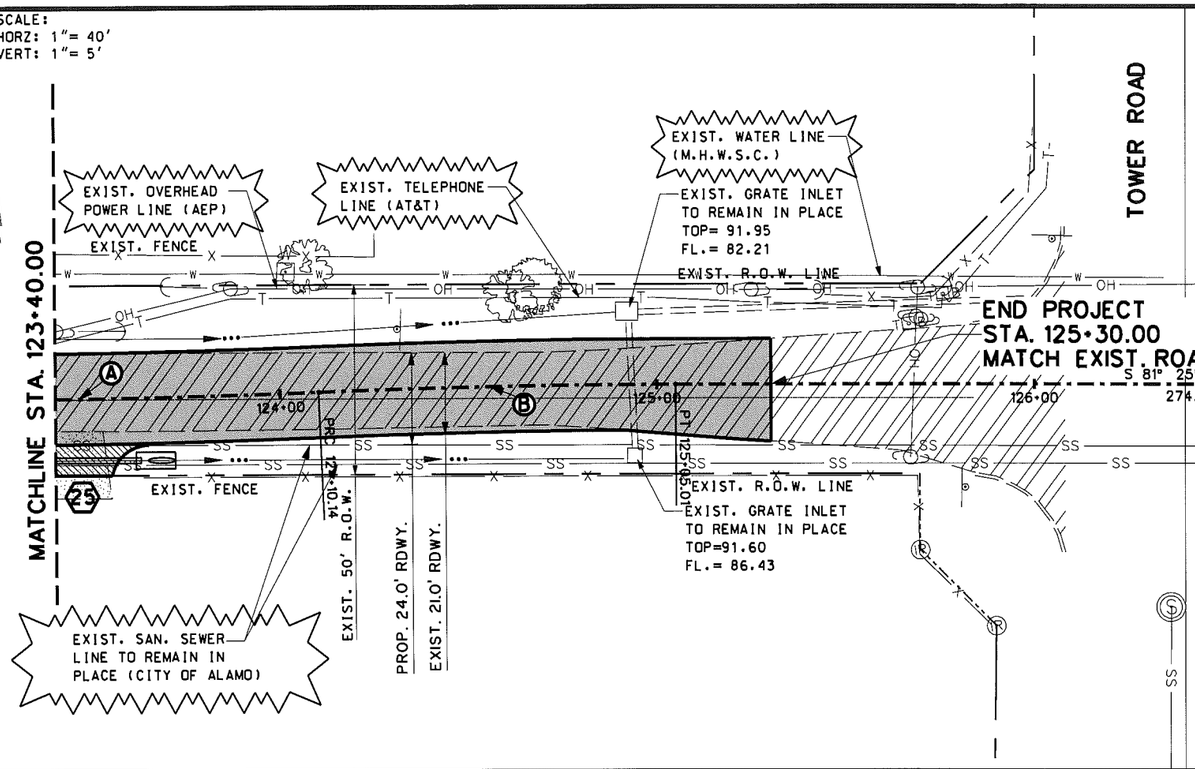
BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
13

F:\2013\ENG\02-Rancho Blanco Road\PRP\PP5.dgn

SCALE:
HORZ: 1"= 40'
VERT: 1"= 5'



Ⓐ CURVE DATA

PISTATION	= 123+62.72
DELTA	= 2° 10' 26.62" (LT)
DEGREE OF CURVE	= 2° 17' 30.59"
TANGENT	= 47.44
LENGTH	= 94.86
RADIUS	= 2,500.00
PC STATION	= 123+15.28
PT STATION	= 124+10.14

Ⓑ CURVE DATA

PISTATION	= 124+57.58
DELTA	= 2° 10' 26.62" (RT)
DEGREE OF CURVE	= 2° 17' 30.59"
TANGENT	= 47.44
LENGTH	= 94.86
RADIUS	= 2,500.00
PC STATION	= 124+10.14
PT STATION	= 125+05.01

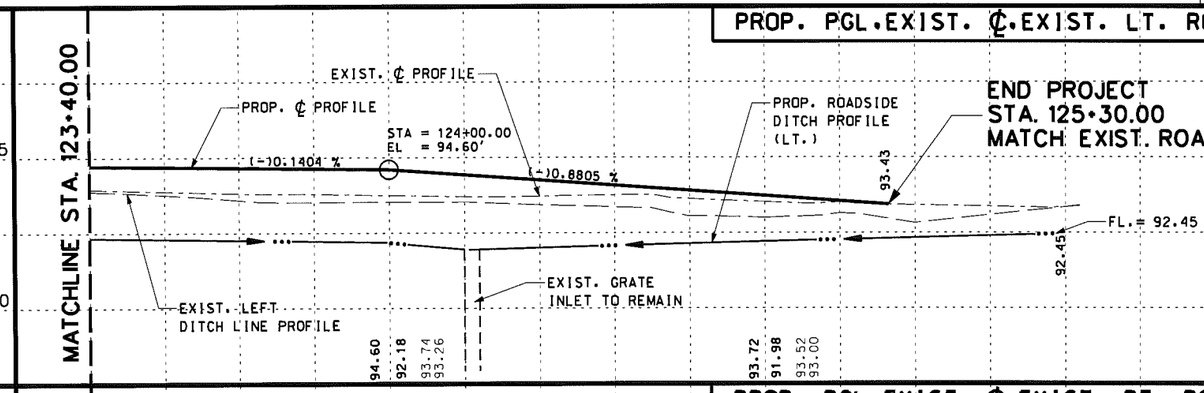
NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES, HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD, PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ADJUST AND REPLACE ALL FENCES THAT ARE IN CONFLICT WITH THE ROAD IMPROVEMENTS.
3. EXIST. SAN. SEWER SERVICES SHALL BE ADJUSTED AND SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.

ACP DRIVEWAY
CONC. DRIVEWAY

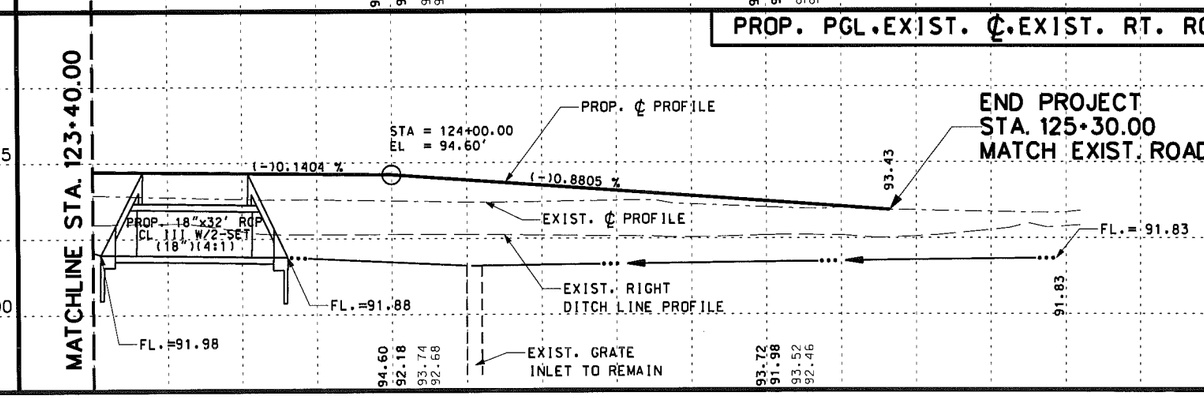
LEGEND

- Bench Mark
- 60d Nail
- (R) Iron Rod
- (P) Iron Pipe
- CPS
- TB Telephone Box
- Power Pole W/Light
- WV Water Valve
- Mail Box
- Large trees
- Water Meter
- CO Clean Out
- Power Pole
- Down Guy
- TM Tel_Marker
- Fire Hydrant
- Sign
- GV Gas Valve
- IV Irrigation Valve
- Irrigation/Stand Pipe
- GM Gas Marker
- Mesquite Tree
- Catus
- Small Tree
- Big Bush
- Control Point
- Grated Inlet
- (S) SS_Manhole
- (D) D_Manhole
- Lamp Post
- SS — Exist. San. Sewer Line
- W — Exist. Water Line
- OH — Exist. Overhead Power Line
- T — Exist. Telephone Line
- (#) DRIVEWAY I.D. #

PROP. PGL.EXIST. ℄.EXIST. LT. ROW/PROP. LT. DITCH



PROP. PGL.EXIST. ℄.EXIST. RT. ROW/PROP. RT. DITCH



Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486
R. Gutierrez Engineering Corporation

STATE OF TEXAS — RAMIRO GUTIERREZ 65948 — REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 6-3-13
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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
PLAN AND PROFILE
LOCATION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
14

F:\2013\ENG\02-Rancho Blanco Road\P&PF\PP6.dgn

SCALE 1"=60'

N

BEGIN PROJECT
STA. 100+00.00
MATCH EXIST.
ROAD

EXIST. 40' R.O.W.

PROP. 4" BRK. YELLOW STIPES @ 40' SPA. W/
PVT. MKR. TY II-AA @ 80.0' SPA.

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

98+00 99+00 100+00 101+00 102+00 103+00 104+00 105+00 106+00

POT 91+00.00

EXIST. R.O.W. LINE

MATCHLINE STA. 106+50.00

NOTE:
1. CONTRACTOR SHALL REMOVE AND TEMPORARILY RELOCATE EXIST. TRAFFIC SIGNS IN CONFLICT WITH CONSTRUCTION.
2. NO STOP SIGNS OR OTHER REGULATORY SIGNS SHALL BE REMOVED PRIOR TO HAVING A TEMPORARY OR REPLACEMENT SIGN ALREADY INSTALLED THAT WILL TAKE THE PLACE OF THE ONE BEING REMOVED.
3. CONTRACTOR TO REPLACE RELOCATED SIGNS AFTER CONSTRUCTION.

SCALE 1"=60'

N

MATCHLINE STA. 106+50.00

EXIST. 50' R.O.W.

PROP. 4" BRK. YELLOW STIPES @ 40' SPA.W/
PVT. MKR. TY II-AA @ 80.0' SPA.

EXIST. 50' R.O.W.

EXIST. 40' R.O.W.

EXIST. R.O.W. LINE

RANCHO BLANCO ROAD

S 84° 23' 06.93" E
2,515.28'

107+00 108+00 109+00 110+00 111+00 112+00 113+00 114+00

EXIST. R.O.W. LINE

CATHY LANE

EXISTING STOP R1-1

DENISE DRIVE

EXISTING STOP R1-1

JOHNSON STREET

EXISTING STOP R1-1

MATCHLINE STA. 114+50.00

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R. Gutierrez Engineering Corporation

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
SIGNIN & STRIPING LAYOUT
LOCATION

BY	DATE	REVISION

F.B. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
15

F:\2013\ENG\02-Rancho Blanco Road\PLANS\STRIPING.dgn

SCALE 1"=60'

MATCHLINE STA. 114+50.00

EXIST. 40' R.O.W.

RANCHO BLANCO ROAD

115+00 116+00 117+00 118+00 119+00 120+00 121+00 122+00

PROP. 4" BRK. YELLOW STIPES W/
PVT. MKR. TY II-AA @ 80.0' SPA.

MATCHLINE STA. 122+50.00

NOTE:
1. CONTRACTOR SHALL REMOVE AND TEMPORARILY RELOCATE EXIST. TRAFFIC SIGNS IN CONFLICT WITH CONSTRUCTION.
2. NO STOP SIGNS OR OTHER REGULATORY SIGNS SHALL BE REMOVED PRIOR TO HAVING A TEMPORARY OR REPLACEMENT SIGN ALREADY INSTALLED THAT WILL TAKE THE PLACE OF THE ONE BEING REMOVED.
3. CONTRACTOR TO REPLACE RELOCATED SIGNS AFTER CONSTRUCTION.

STOP AHEAD
W3-1
EXISTING SIGN TO BE ADJUSTED

SCALE 1"=60'

MATCHLINE STA. 122+50.00

EXISTING
SPEED LIMIT 20
R2-1

EXIST. 50' R.O.W.

RANCHO BLANCO ROAD

123+00 124+00 126+00 127+00

POT 121+95.28
PC 121+96.14
PT 125+45.01
POT 127+79.85

END PROJECT
STA. 125+30.00
MATCH EXIST. ROAD

S 81° 25' 06.93" E
274.85'

2-4" YELLOW SOLID STRIPES W/ PVT. MKR. TY II-AA (200 LF)

PROP. 4" BRK. YELLOW STIPES W/
PVT. MKR. TY II-AA @ 80.0' SPA.

EXISTING
STOP
R1-1

TOWER ROAD

E:\2013\ENG\102-Rancho Blanco Road\PLANS\STRIPING2.dgn

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
LICENSED PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
SIGNING & STRIPING LAYOUT
LOCATION

REVISION	DATE	BY

FB. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
16

RANCHO BLANCO ROAD
DRIVEWAY TABLE

STATION LIMITS	I.D NO.	WIDTH FT.	LENGTH FT.	RADIUS FT.	ITEM 530 2011 DRIVEWAYS (ACP) (TY PRB-1) S.Y. EST.	ITEM 530 2017 TURNOUT (ACP) S.Y. EST.	ITEM 530 2010 DRIVEWAYS (CONC) S.Y. EST.
101+47.30 RT	1	12	8	10			15
101+76.30 RT	2	21	8	10	23		
102+30.00 RT	3	19	8	10	22		
102+84.60 RT	4	21	8	10	23		
104+52.00 LT	5	16	8	10			19
106+19.50 LT	6	13	8	10	16		
107+86.00 RT	7	24	15	15		50	
108+12.80 LT	8	19	8	10	22		
109+02.50 RT	9	14	8	10	17		
109+80.00 LT	10	21	8	10	23		
110+46.90 RT	11	21	15	15		46	
112+28.50 RT	12	15	8	10			18
113+07.70 RT	13	23	15	15		48	
113+87.50 LT	14	13	8	10			
114+60.80 LT	15	15	8	10	18		
115+36.50 LT	16	26	8	10	28		
116+17.00 LT	17	61	8	10	59		
117+72.00 LT	18	15	8	10	18		
117+89.00 LT	19	14	8	10	17		
118+97.70 LT	20	12	8	10	15		
120+70.00 LT	21	13	8	10	16		
122+10.00 LT	22	14	8	10	17		
122+43.00 RT	23	11	8	10	15		
122+68.00 LT	24	13	8	10	16		
123+48.00 RT	25	15	8	10	18		
TOTAL					383	144	52

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STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER

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HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO ROAD
IMPROVEMENTS
DRIVEWAY TABLE
LOCATION

BY | DATE | REVISION

F.B. No.:
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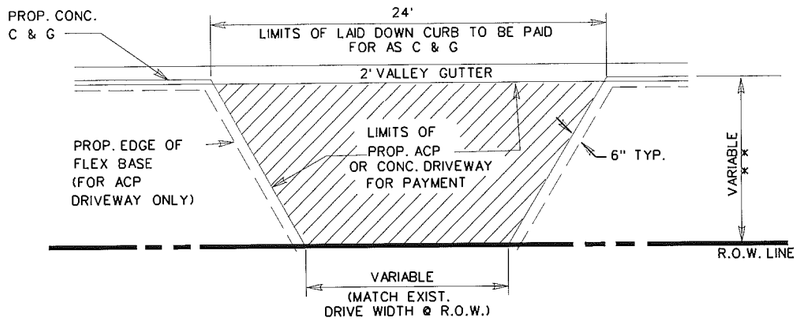
PREPARED BY:
CHECKED BY:

SHEET No.
17

F:\2013\ENG\102-Rancho Blanco Road\PLANS\DRIVEWAY TABLE.dgn

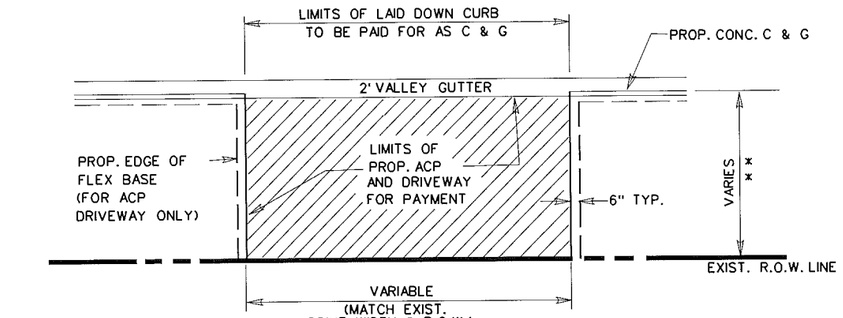
PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH LESS THAN 24')

x x SEE P&P SHEETS

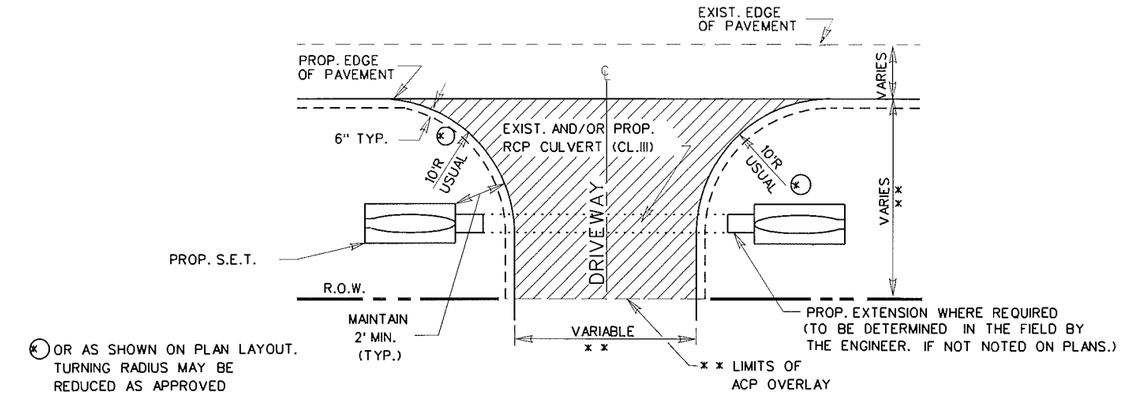


PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N.T.S.

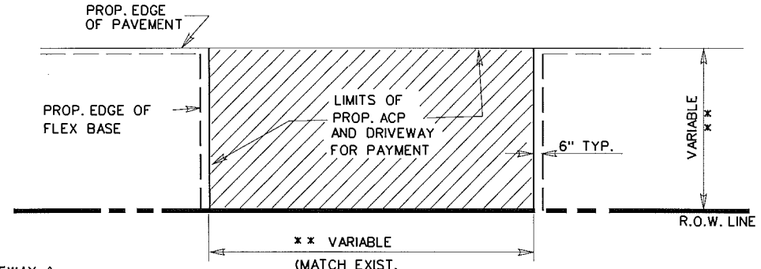
PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



(R) OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

PLAN OF PRIVATE AND COMMERCIAL DRIVES

•W/DRIVEWAY WIDTH LESS THAN 24')

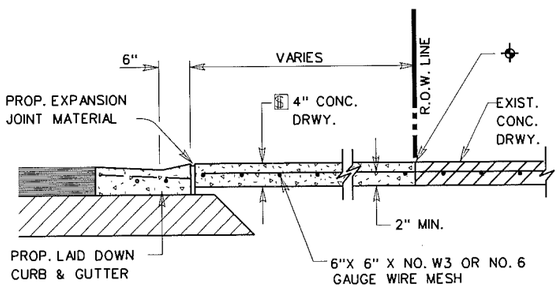


x x FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N.T.S.



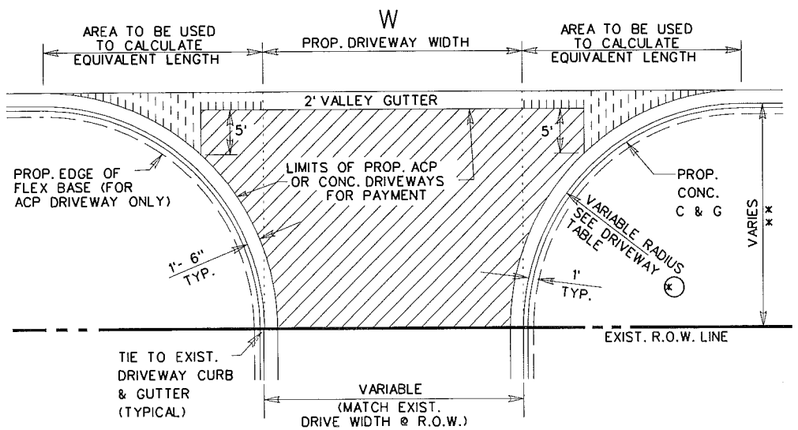
TYPICAL CONCRETE DRIVEWAY SECTION

⌖ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

[$] 6" FOR COMMERCIAL DRIVES

N.T.S.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N.T.S.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER• W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PRB-1
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114•/SY ACP (TY "D")

TY PB-1
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114•/SY ACP.

TY P1
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114•/SY ACP TY "D".

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TEXAS DEPARTMENT OF TRANSPORTATION

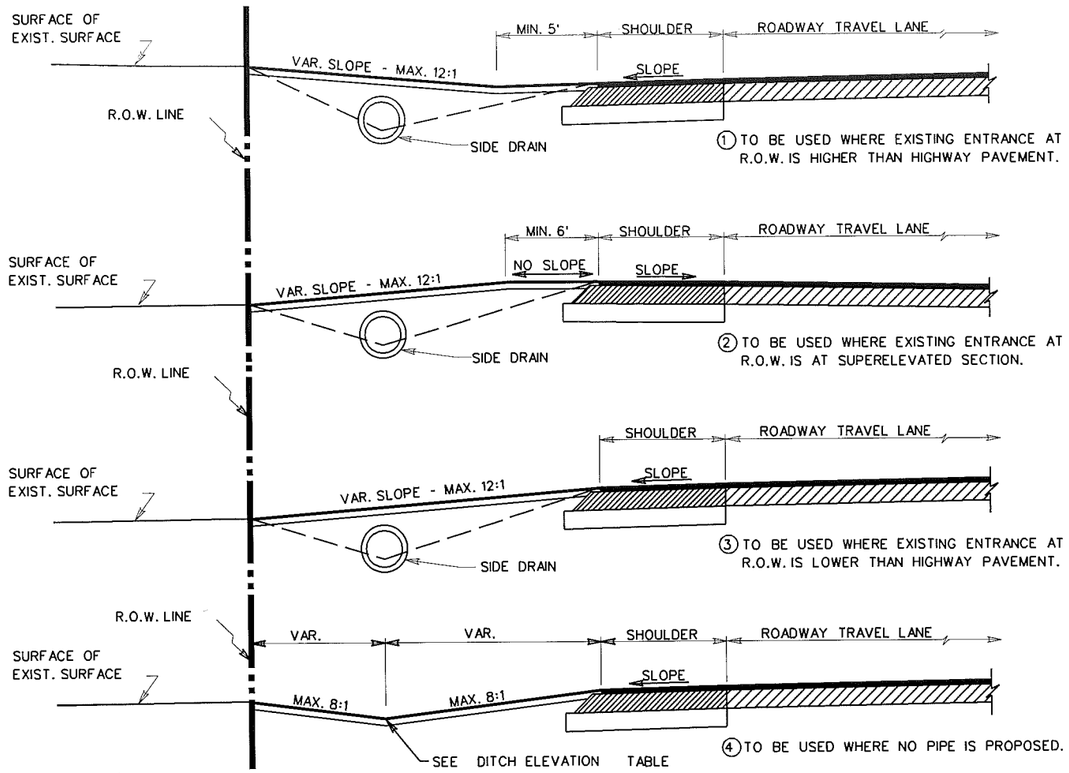
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 4/05

DRIVEWAY2.DGN

ED.RD. DIV.NO.	PROJECT NO.		FILE NO.				SHEET NO.
6							18
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB		HIGHWAY NO.
TEXAS	21						

AD-76-0



NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 1½ IN. DEPTH.

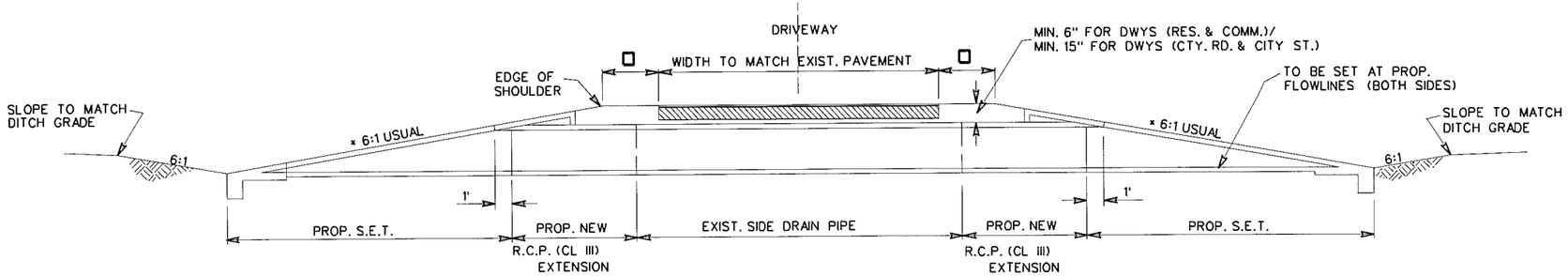
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G



□ - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

× - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

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PHARR DISTRICT STANDARD

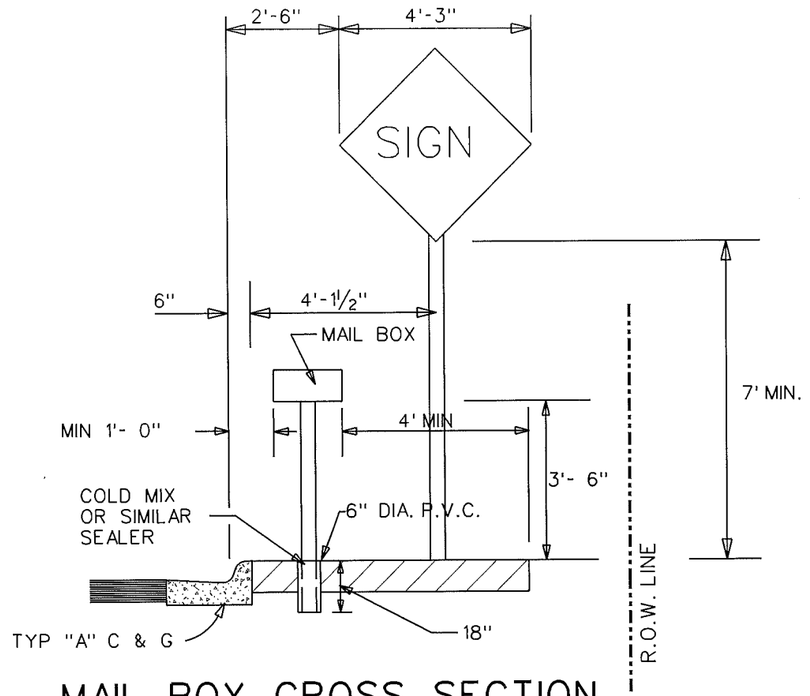
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY PROFILE DETAILS

REV. 4/05

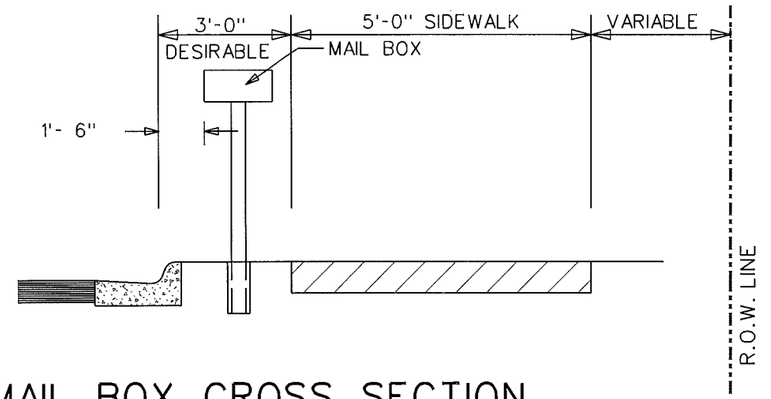
DRIVEWAY1.DGN

ED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						19
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					



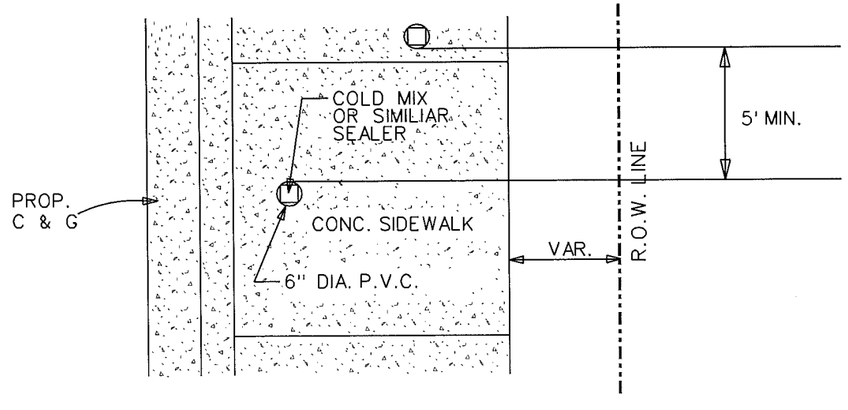
MAIL BOX CROSS SECTION

(MINIMUM BORDER DISTANCE)

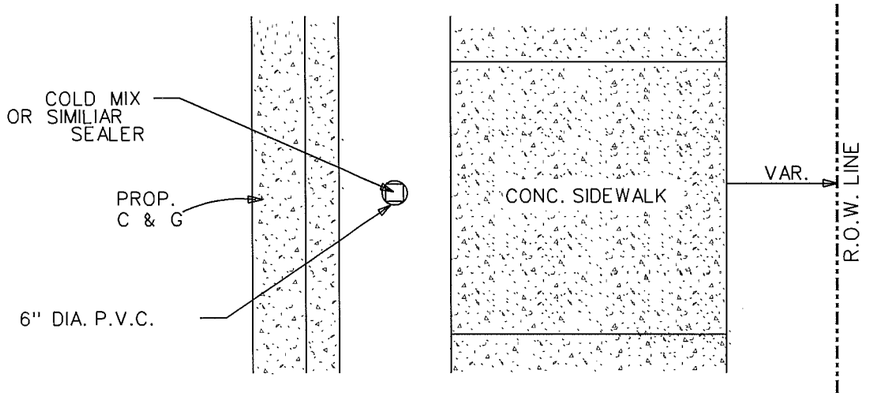


MAIL BOX CROSS SECTION

(DESIRABLE BORDER DISTANCE)



PLAN VIEW



PLAN VIEW

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PHARR DISTRICT STANDARDS

TEXAS DEPARTMENT OF TRANSPORTATION

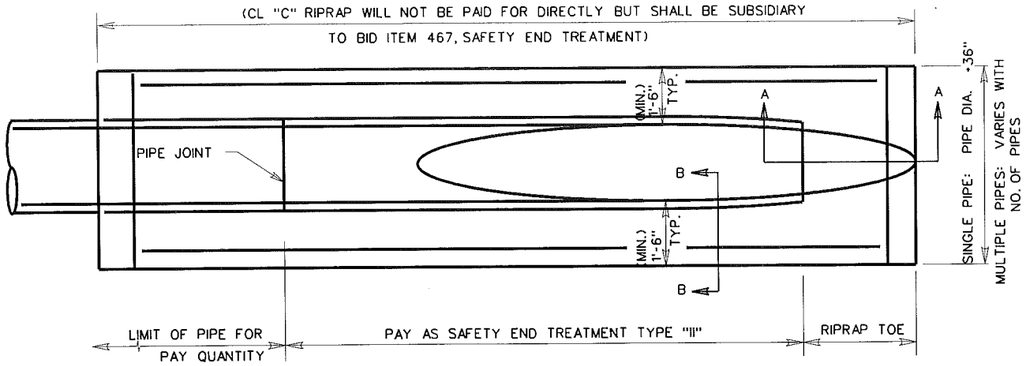
MAILBOX DETAIL

REV. 5/03

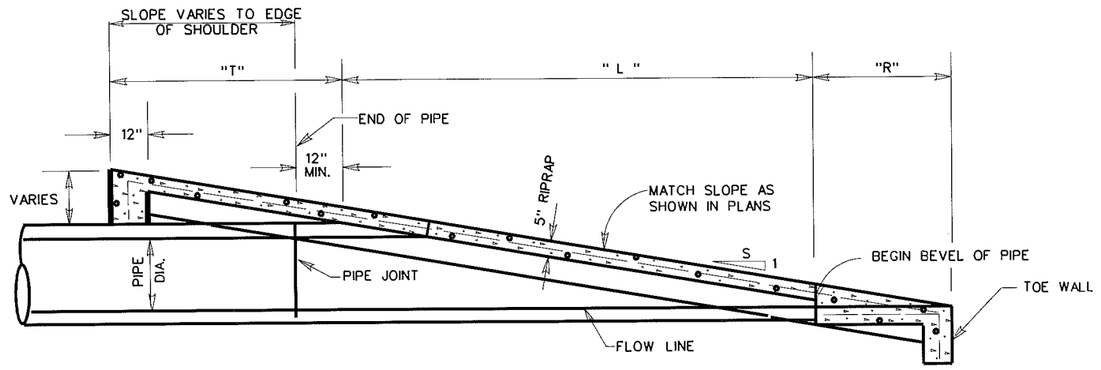
MAILBOX.DGN

ED.RD. DIV.NO.	STATE AID PROJECT NO.	FILE NO.	SHEET NO.
6			20

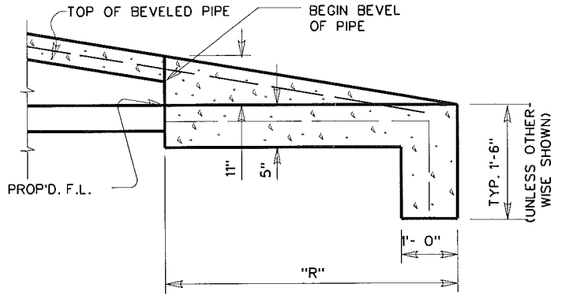
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					



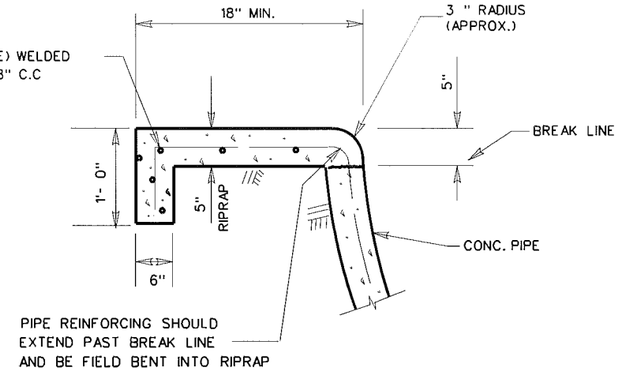
PLAN VIEW



ELEVATION
SAFETY END TREATMENT



SEC. A-A



SEC. B-B

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12	2'-0"	2'-8"	3'-4"	4'-0"
15	2'-9"	3'-8"	4'-7"	5'-6"
18	3'-6"	4'-8"	5'-10"	7'-0"
24	5'-1½"	6'-10"	8'-6½"	10'-3"
30	6'-9"	9-0"	11'-3"	13'-6"
36	8'-6"	11'-4"	14'-2"	17'-0"
42	10'-1½"	13'-6"	16'-10½"	20'-3"
48	11'-9"	15'-8"	19'-7"	23'-6"

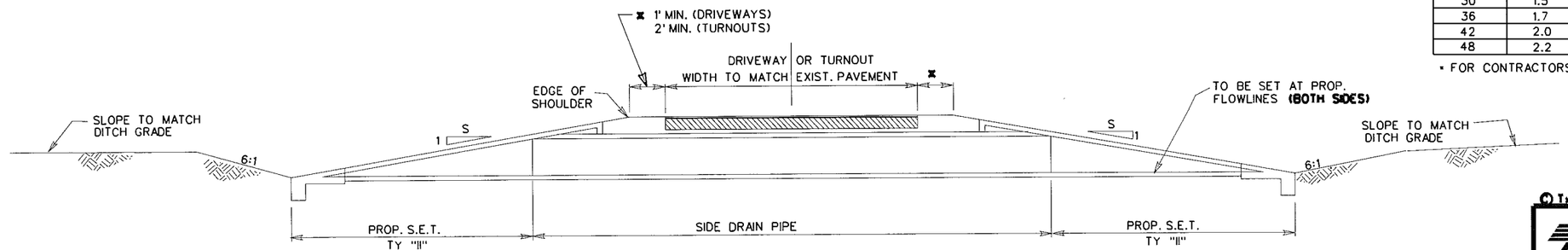
RIPRAP TOE LENGTHS

SLOPE	" R "	"T"
3:1	2'-9"	1'-9"
4:1	3'-8"	2'-4"
5:1	4'-7"	2'-11"
6:1	5'-6"	3'-6"

ESTIMATED RIPRAP CL "C" VOLUME (CY)

PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12	.9	1.1	1.3	1.6
15	1.0	1.2	1.5	1.8
18	1.1	1.4	1.6	1.9
24	1.3	1.6	2.0	2.3
30	1.5	1.9	2.3	2.7
36	1.7	2.2	2.7	3.2
42	2.0	2.5	3.1	3.6
48	2.2	2.8	3.4	4.1

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)



TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS, ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

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PHARR DISTRICT STANDARDS

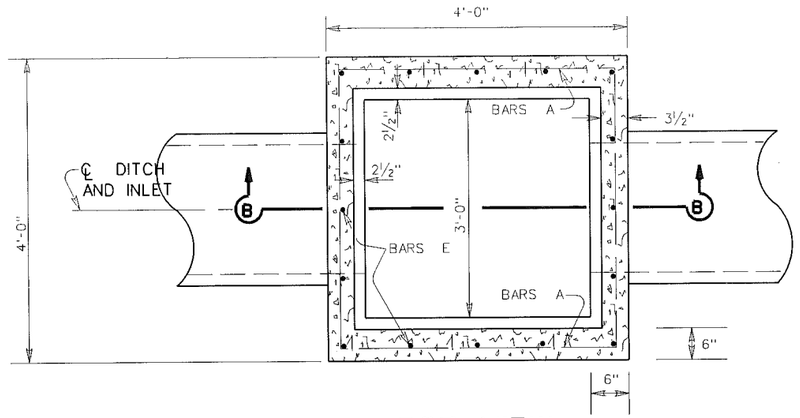
TEXAS DEPARTMENT OF TRANSPORTATION

SAFETY END TREATMENT DETAILS

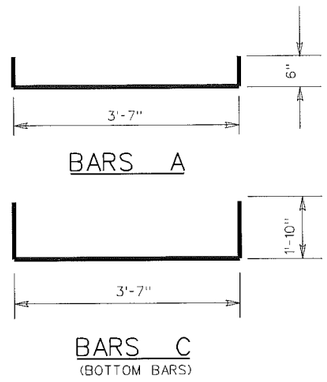
REV. 4/02

SET.DGN

ED.RD. IV.NO.	STATE AID PROJECT NO.			FILE NO.			SHEET NO.
6							21
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB		HIGHWAY NO.
TEXAS	21						

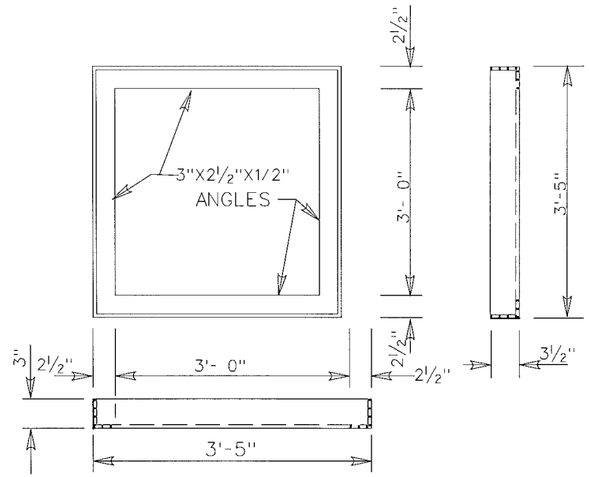


TOP VIEW



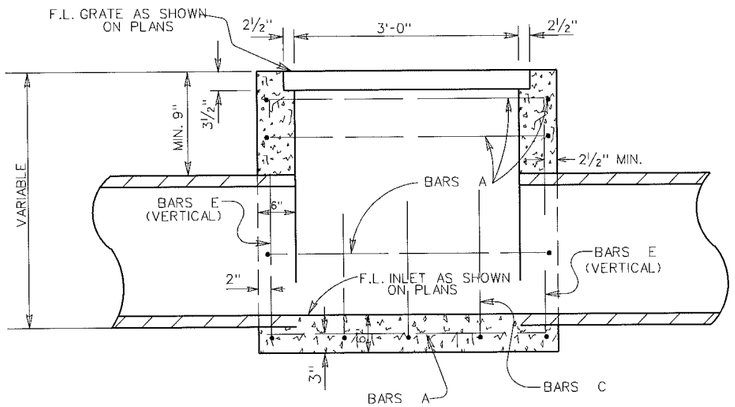
REINFORCING STEEL DETAILS

NOTE: ALL STEEL TO BE NO. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS



FRAME DETAIL

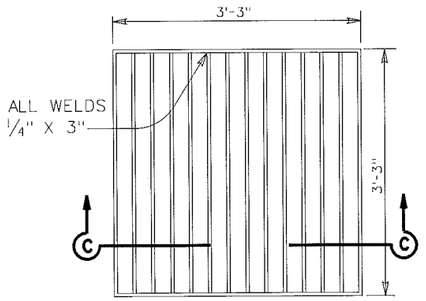
FRAME INLET GRATE TO BE SUBSIDIARY

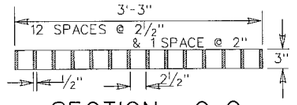


SECTION B-B

INLET TY "C"

DIRECTION OF TRAFFIC





SECTION C-C

WELDED STEEL INLET GRATE

GENERAL NOTES:
TY "C" INLET TO BE USED FOR PIPES LESS OR EQUAL TO 24"

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

TY "C" INLET DETAILS

REV. 4/02

INLETC.DGN

CO.RD. HWY.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						22
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					

AD-76-0

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ACC: DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

Compliant Work Zone Traffic Control Devices List (CWZTCD)
http://www.txdot.gov/publications/traffic.htm

Texas Manual on Uniform Traffic Control Devices (TMUTCD)
http://www.txdot.gov/publications/traffic.htm

Standard Highway Sign Designs for Texas (SHSD)
http://www.txdot.gov/publications/traffic.htm

Traffic Engineering Standard Sheets
http://www.txdot.gov/business/disclaim.htm

Material Producer List
http://www.txdot.gov/business/producer-list.htm

Departmental Material Specifications (DMS)
http://www.txdot.gov/services/construction/material-specifications/

Roadway Design Manual
http://www.txdot.gov/services/general-services/manuals.htm

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

1 of 12 BC(1)-07

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REVISIONS	STATE DISTRICT	FEDERAL REGION	PROJECT NUMBER	SHEET
4-03		6		23
9-07	COUNTY	CONTROL	SECTION	JOB / HIGHWAY

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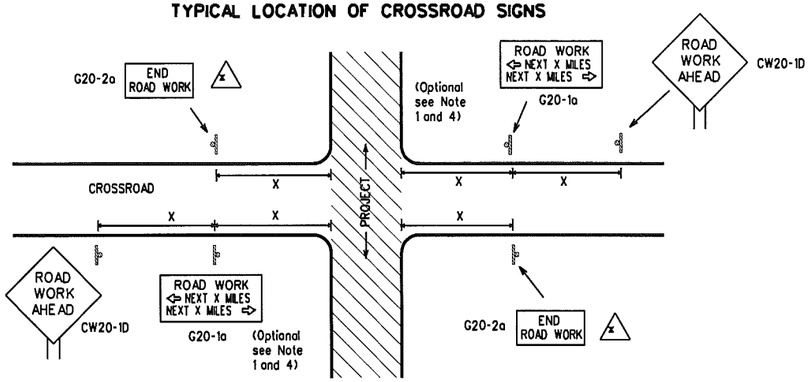
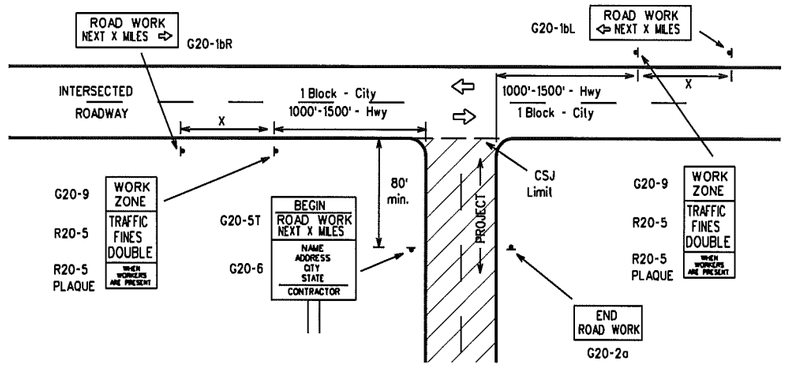
TYPICAL LOCATION OF CROSSROAD SIGNS



⚠ May be mounted on back of CW20-1D sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a CW20-1D ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (G20-2a) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The G20-1a sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the G20-6 "Contractor Name" sign behind the Type III Barricades for the road closure (see BC(10) also). The G20-1bL and G20-1bR signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20 [4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" △
MPH	Feet (Approx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

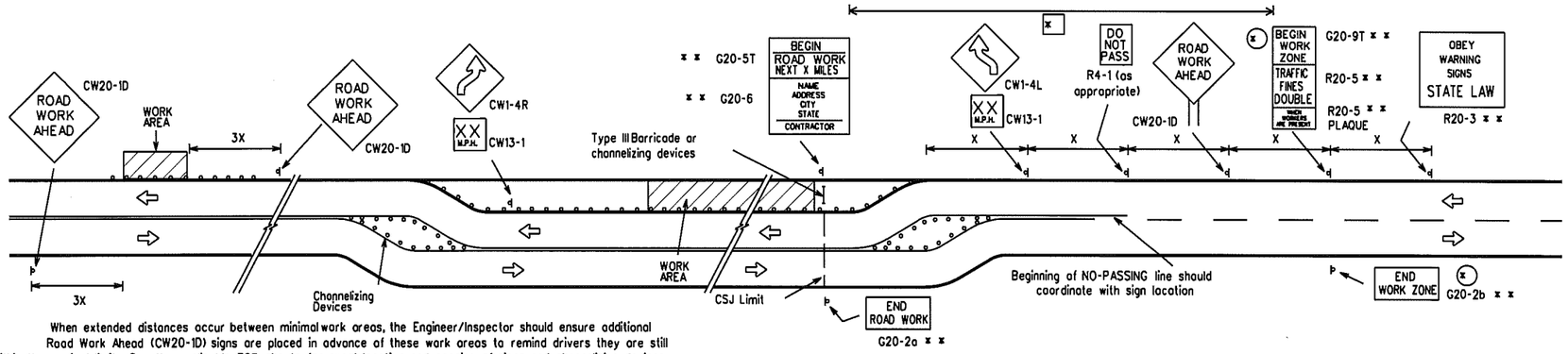
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

General Notes:

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have ½ mile or more advance warning.
4. 36" x 36" ROAD WORK AHEAD (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

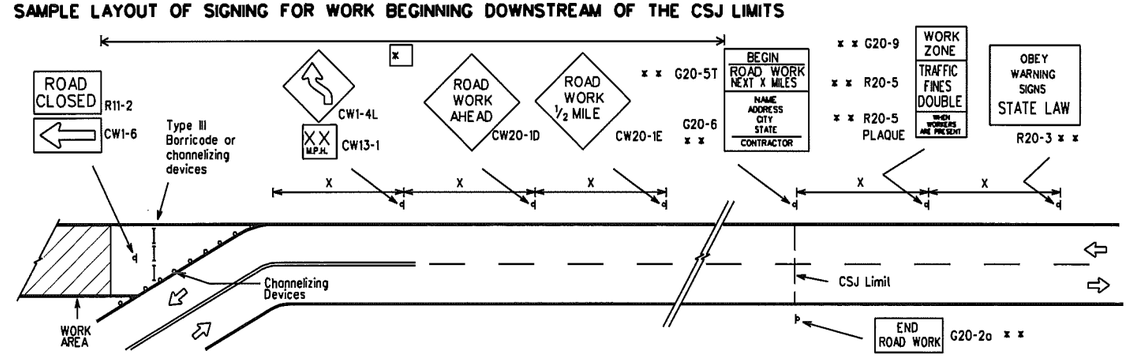
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work areas, the Engineer/Inspector should ensure additional Road Work Ahead (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and G20-5T sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(x) The G20-9T and G20-2b shall be used when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a work zone where traffic fines may double if workers are present.

x x Required CSJ Limit signing. See Note 10 on BC(1).

[x] Area for placement of "ROAD WORK AHEAD" sign and other signs or devices as called for on the Traffic Control Plan.

LEGEND

- ○ Sign
- ○ ○ Channelizing Devices
- I Type III Barricade
- X See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

R20-3
Legend/Border - Black
Background - White

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

2 of 12 BC(2)-07

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REVISIONS 9-07	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
		6		24
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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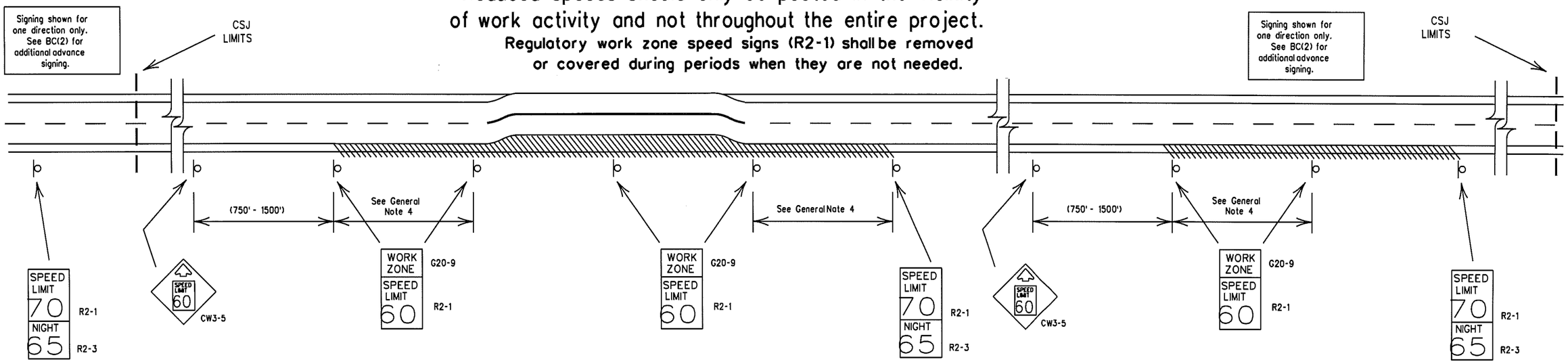
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway thot requires o reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alterotion of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 15 feet of pavement edge or actually on the pavement.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES:

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normolly posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, errection and maintenance of the CW3-5 sign, G20-9 plaque and the R2-1 and R2-3 signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.

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STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD

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REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
9-07		6		25
	COUNTY		CONTROL SECTION JOB	HIGHWAY

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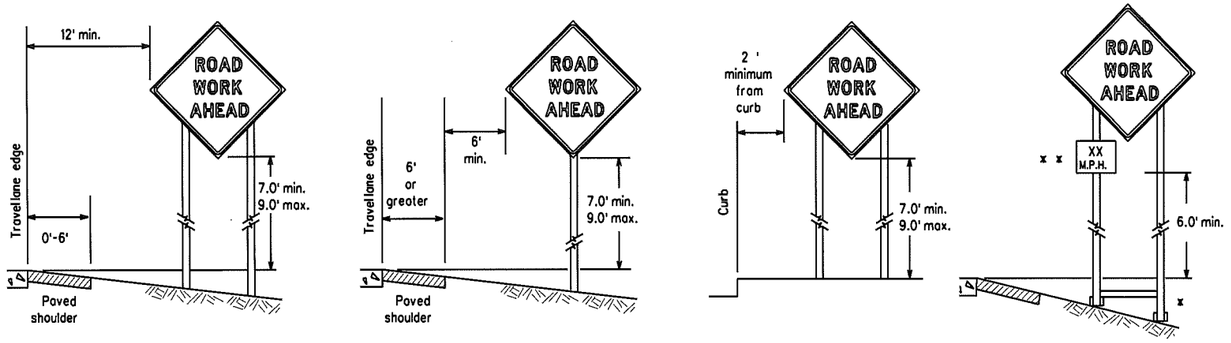
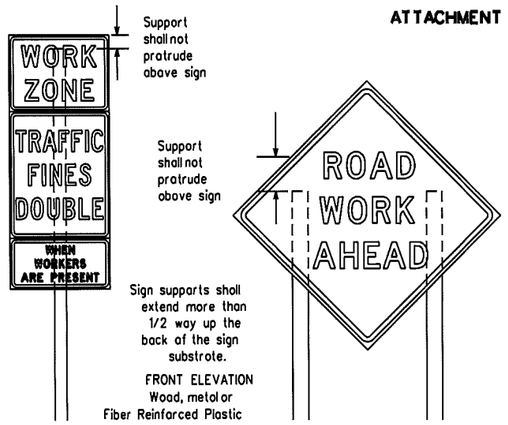
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

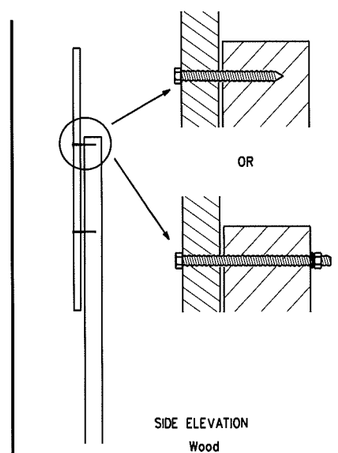


x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

x x When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

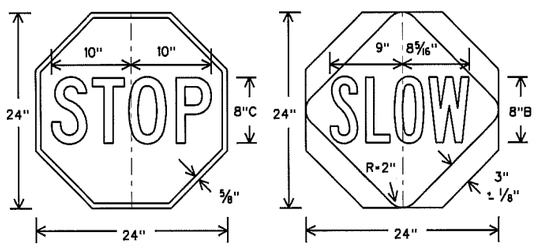
Nails will NOT be allowed.

Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same guage material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
6. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
7. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
8. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
10. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday. or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
2. The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact.
6. Rubber (such as tire inner tubes) shall NOT be used for sandbags.
7. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
8. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
9. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD

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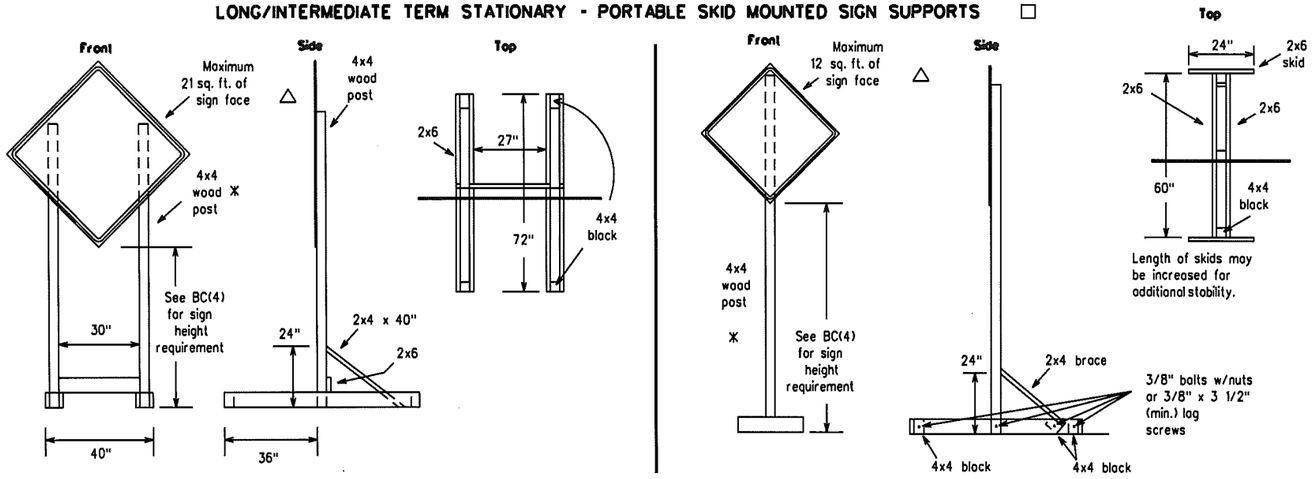
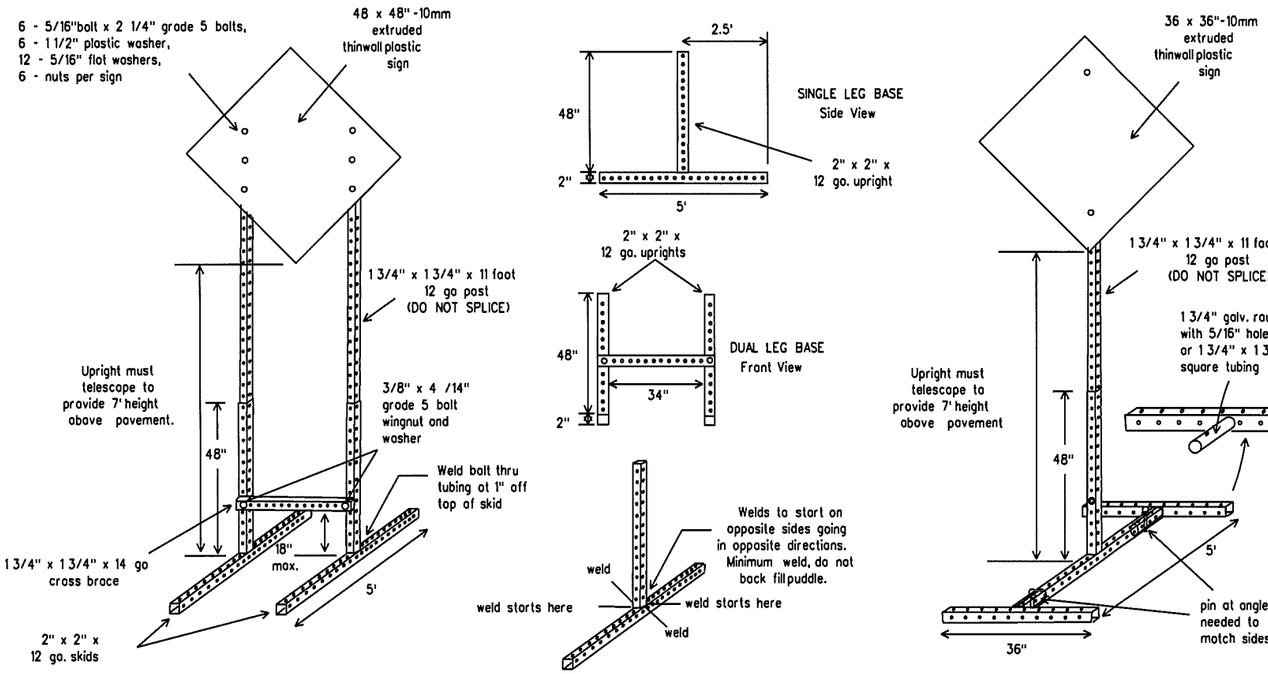
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

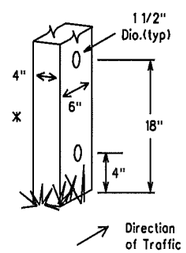


SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).



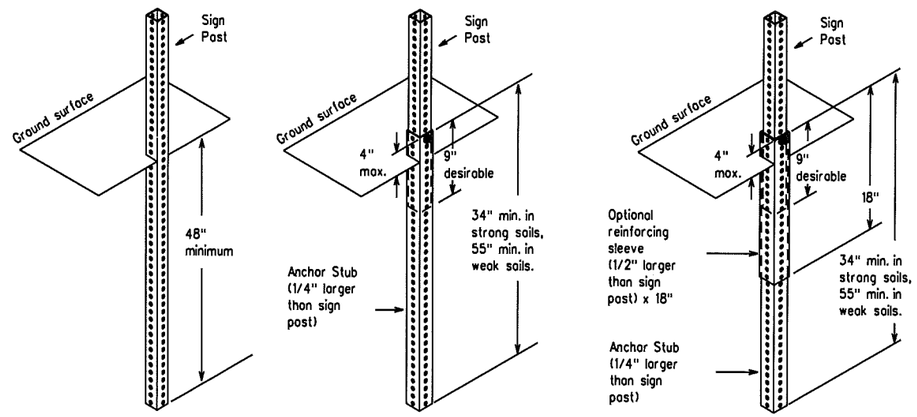
WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominol Post Size	Maximum No. of Posts	Sq. feet of Sign Foce	Minimum Soil Embedment	Drilled Hole(s) Required	
4 x 4	1	12	36"	NO	
4 x 4	2	21	36"	NO	
4 x 6	1	21	36"	YES	
4 x 6	2	36	36"	YES	

GROUND MOUNTED SIGN SUPPORTS

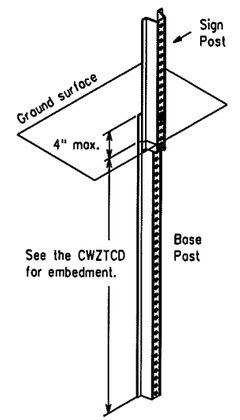
Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

PERFORATED SQUARE METAL TUBING



WING CHANNEL

Lap-splice/base bolted anchor



GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
3. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
4. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✱ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

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	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable chongeable messoge signs (PCMS).
2. Messages on PCMS should contoin no more than 8 words (obout four to eight characters per word), not including simple words such os "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 720 feet. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Word or Phrase	Abb.	Word or Phrase	Abb.
Access Road	ACCS RD	Major	MAJ
Air Quality	AIR QLTY	Miles	MI
Alternate	ALT	Miles Per Hour	MPH
Avenue	AVE	Minor	MNR
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Cannot	CANT	Northbound	(route) N
Center	CNTR	Parking	PKING
Construction Ahead	CONST AHEAD	Parking Lot	PRK LOT
Detour Route	DETOUR RTE	Road	RD
Do Not	DONT	Right Lane	RGT LN
East	E	Saturday	SAT
Eastbound	(route) E	Service Road	SERV RD
Emergency	EMER	Shoulder	SHLDR
Emergency Vehicle	EMER VEH	Slippery	SLIP
Entrance, Enter	ENT	South	S
Express Lanes	EXP LANE	Southbound	(route) S
Expressway	EXPWY	Speed	SPD
XXXX Feet	XXXX FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Temporary	TEMP
Friday	FRI Thursday		THURS
Hazardous Driving	HAZ DRIVING	To Downtown	TO DWNTN
Hazardous Material	HAZMAT	Traffic	TRAF
High-Occupancy Vehicle	HOV	Travelers	TRVLRS
Highway	HWY	Tuesday	TUES
Hours	HR	Time Minutes	TIME MIN
Information	INFO	Upper Level	UPPR LVL
It Is	ITS	Vehicle	VEH
Junction	JCT	Warning	WARN
Left	LFT	Wednesday	WED
Left Lane	LFT LN	Weight Limit	WT LIMIT
Lane Closed	LN CLSD	West	W
Lower Level	LOWR LVL	Westbound	(route) W
Maintenance	MAINT	Wet Pavement	WET PVMT
		Will Not	WONT

Roadway designation * IH-number, US-number, SH-number, FM-number

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN
CENTER LANE CLOSED	DAYTIME LANE CLOSURES
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE
EXIT CLOSED	RIGHT LN TO BE CLOSED
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI
XXXXXXXX BLVD CLOSED	

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX-XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

* STAY IN LANE in Phase 2 must be used with LANES SHIFT in Phase 1.

** See Applicotion Guidelines Note 6.

Applicotion Guidelines

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Romp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Toke/Effect on Travel, Locotion, General Worning, or Advance Notice Phase Lists".
4. A Locotion Phose is necessory only if a distance or location is not included in the first phose selected.
5. If two PCMS ore used in sequence, they must be separated by o minimum of 1000 ft. Each PCMS shall be limted to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work

Wording Alternatives

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM ond LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the CW20-7a Flagger Symbol, are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow panel provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) STANDARD

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REVISIONS 9-07	STATE DISTRICT:	FEDERAL REGION: 6	FEDERAL AID PROJECT	SHEET: 28
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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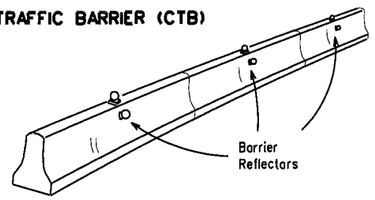
BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

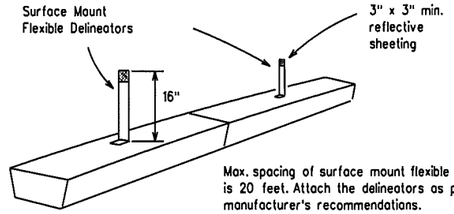
1. Barrier Reflectors shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors (Type C Delineators) can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 502.

CONCRETE TRAFFIC BARRIER (CTB)



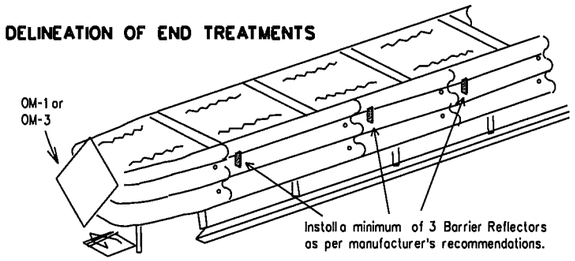
3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented. Yellow Barrier Reflectors shall be made with Type E Fluorescent Prismatic Yellow Retroreflective Sheeting. White reflectors shall be made with Type D White Prismatic sheeting.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

LOW PROFILE CONCRETE BARRIER (LPCB)



Max. spacing of surface mount flexible delineators is 20 feet. Attach the delineators as per manufacturer's recommendations.

DELINEATION OF END TREATMENTS



	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
DELINEATION	OM-1	OM-3 or Verticol Panel

END TREATMENTS FOR CTB'S USED IN WORK ZONES

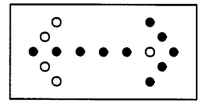
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

TYPICAL FLASHING ARROW PANEL

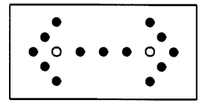
Arrow Panels may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
4. The Flashing Arrow Panel should be able to display the following symbols:

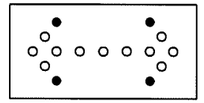
Flashing RIGHT (LEFT) ARROW



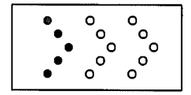
Flashing DOUBLE ARROW



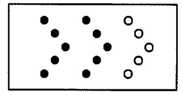
Flashing CAUTION

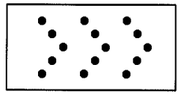


5. The "CAUTION" display consists of four corner lamps flashing simultaneously.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.



Sequential Chevron





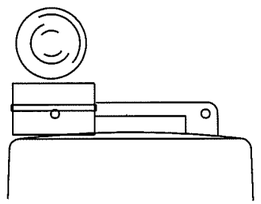
REQUIREMENTS

TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

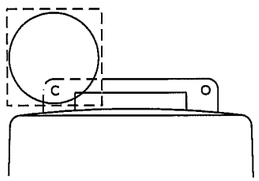
ATTENTION: Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

11. The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Panel SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Panel provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted arrow panels should be 7 feet from roadway to bottom of panel.



Type C Warning Light or approved substitute mounted adjacent to the travel way.



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
4. Refer to the CWZTCD for a list of approved TMAs.
5. TMAs are required on freeways unless otherwise noted in the plans.
6. A TMA should be used anytime that it can be positioned approximately 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
7. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR STANDARD

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REVISIONS	STATE DISTRICT	FEDERAL RECON	FEDERAL AID PROJECT	SHEET
9-07		6		29
	COUNTY		CONTROL / SECTION / JOB	HIGHWAY

ACC:

S DISPLAYED															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

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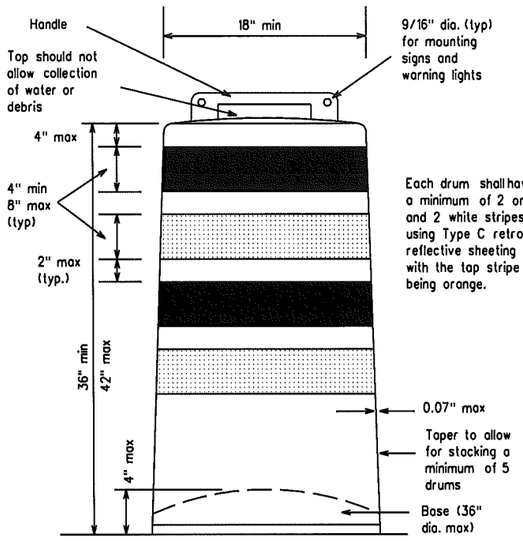


GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Prequalified plastic drums shall meet the following requirements:

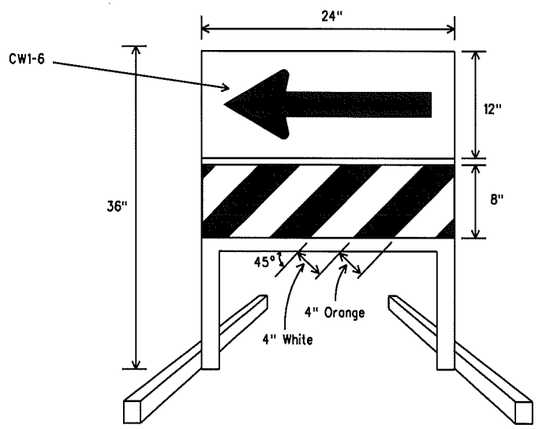
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.
10. Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Deportmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retroreflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

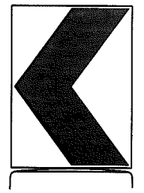
BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. The ballast shall not be heavy objects, water, or any material that would became hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
4. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
5. Ballast shall not be placed on top of drums.
6. Adhesives may be used to secure base of drums to pavement.

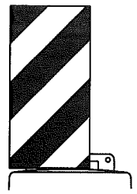


DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a backgraund of Type E Fluoprescent Prismatic Orange above a rail with Type C High Specific Intensity retrareflective sheeting in alternation 4" white and orange stripes sloping downword at an angle of 45 degrees in the direction road users are to pass.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals slaping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
5. Signs shall be installed using a 1/2 inch bolt (naminal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyand nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

ACC:

DISPLAYED															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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REVISIONS 4-03 9-07	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT			SHEET
		6				30
	COUNTY			CONTROL	SECTION	JOB	HIGHWAY

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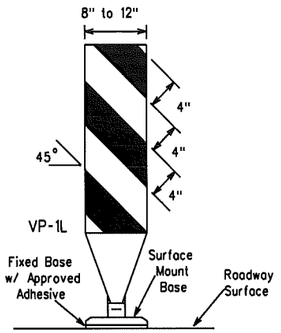
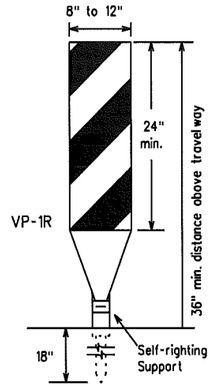
CHANNELIZING DEVICES

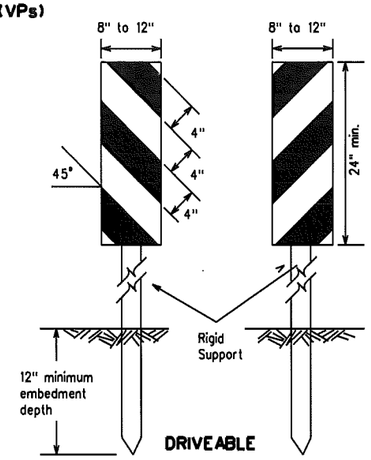
VERTICAL PANELS (VPs)



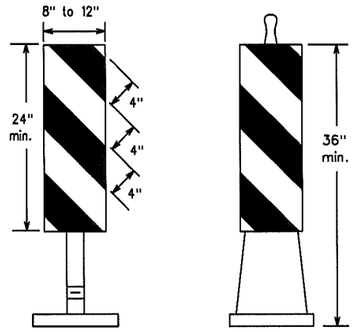
FIXED

(Rigid or self-righting)





DRIVEABLE

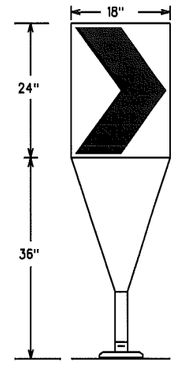


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travellane.
4. VP's used on expressways and freeways or other high speed roadways, shall have a minimum of 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is greater than 36 inches, a panel stripe of 6 inches shall be used.

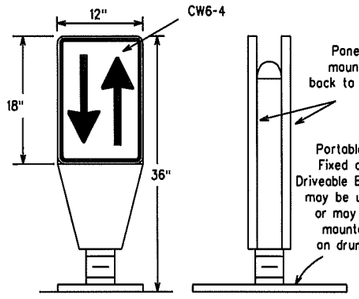
CHEVRONS



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with simple tubular markers or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. Tubular markers or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.

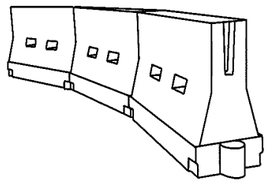
GENERAL NOTES:

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
8. Examples on this sheet are commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'-75'
35		205'	225'	245'	35'	70'-90'
40		265'	295'	320'	40'	80'-100'
45	L=WS	450'	495'	540'	45'	90'-110'
50		500'	550'	600'	50'	100'-125'
55		550'	605'	660'	55'	110'-140'
60		600'	660'	720'	60'	120'-150'
65		650'	715'	780'	65'	130'-165'
70		700'	770'	840'	70'	140'-175'
75		750'	825'	900'	75'	150'-185'
80		800'	880'	960'	80'	160'-195'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



LONGITUDINAL CHANNELIZING DEVICES

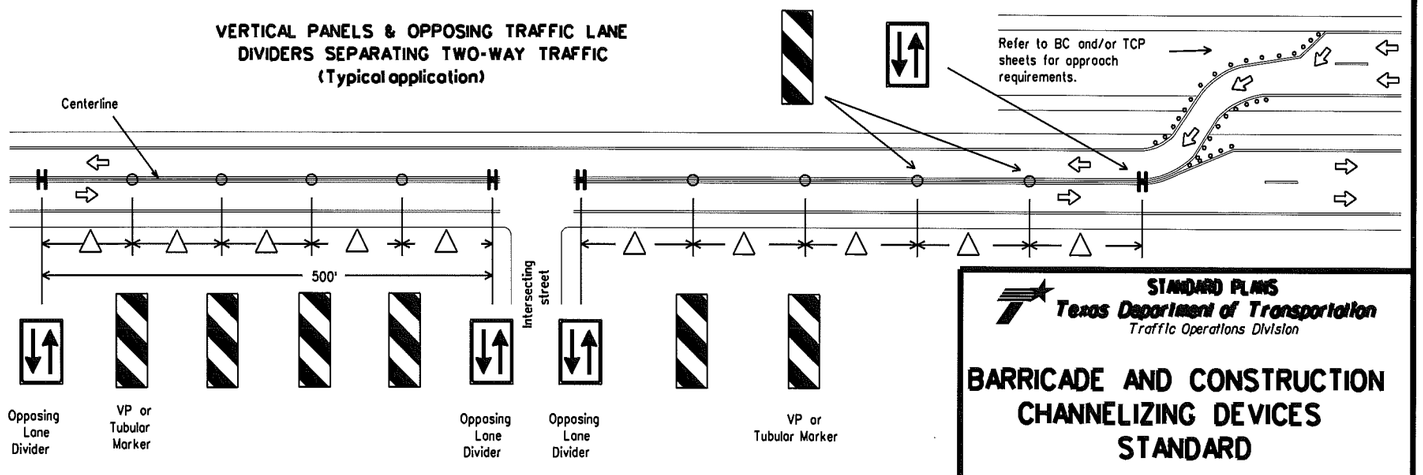
1. Longitudinal channelizing devices are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are [illegible] impact.
2. Longitudinal channelizing devices may be used instead of a line of cones or drums.
3. Longitudinal channelizing devices shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Longitudinal channelizing devices should not be used to provide positive protection for obstacles, pedestrians or workers.
5. Longitudinal channelizing devices shall be retroreflective, or supplemented with retroreflective delineation as required for temporary barriers on BC(7)-07.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall be not less than 32 inches in height.

VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS SEPARATING TWO-WAY TRAFFIC (Typical application)



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD, except when the OLTD must be spaced closer to accomodate an intersection. Spacing between the OTLD shall not exceed 500 feet.

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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REVISIONS 9-07	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET
		6			31
	COUNTY		CONTROL	SECTION	JOB	HIGHWAY

5 DISPLAYED ACC:
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

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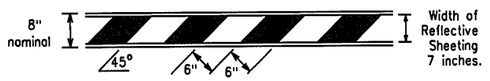
TYPE III BARRICADES

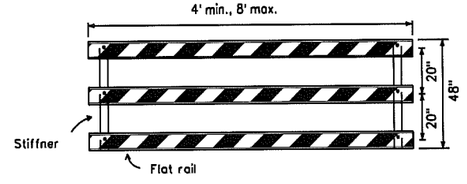
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Baricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



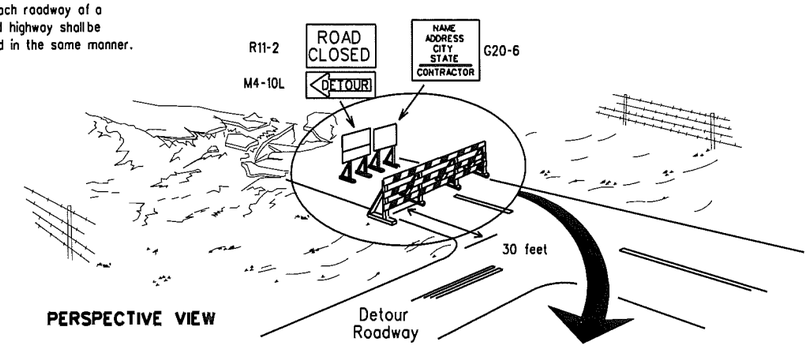
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



Stiffner may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

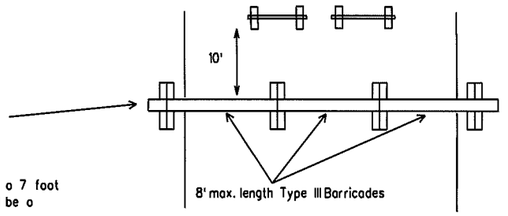
TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

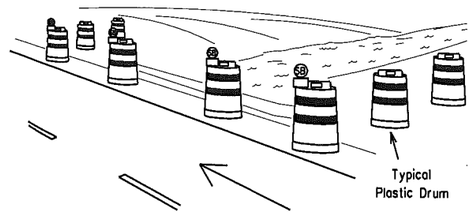
The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



1. Signs should be mounted on independent supports at a 7 foot maunting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

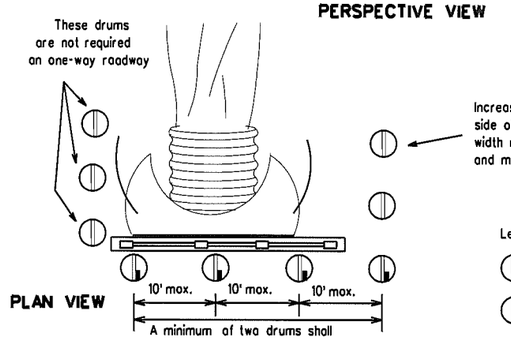
PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



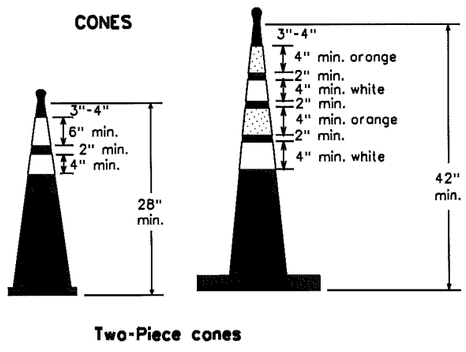
PERSPECTIVE VIEW

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

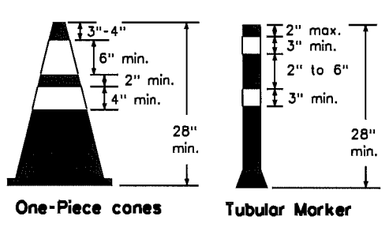


PLAN VIEW

CONES



Two-Piece cones

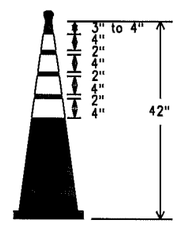


One-Piece cones Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

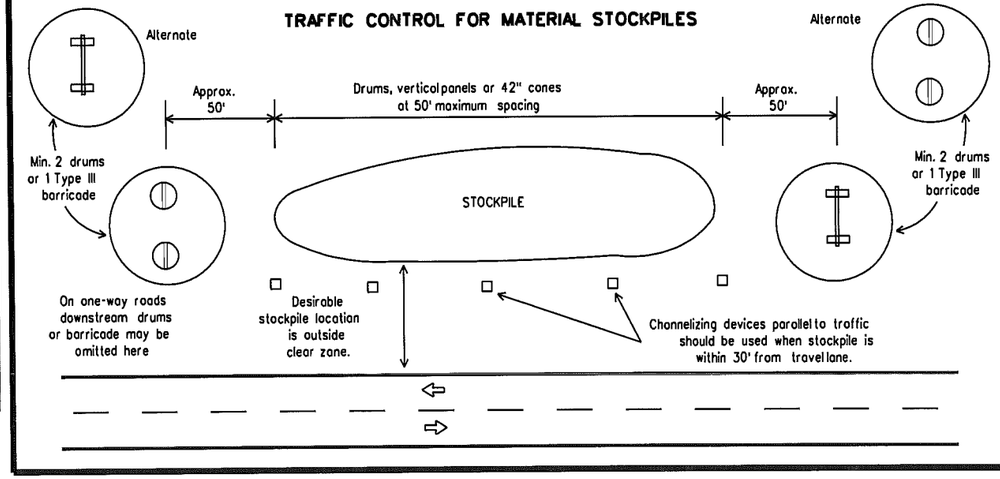
1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (apposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

TRAFFIC CONTROL FOR MATERIAL STOCKPILES



DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	ACC:	
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48		
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63			

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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REVISIONS 9-07	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
		6		32
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

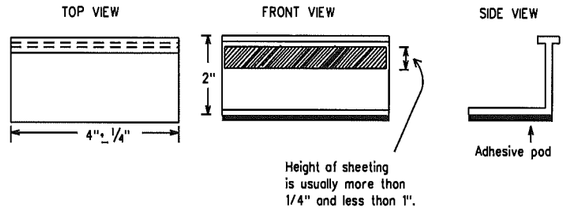
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than two weeks, where floggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

Raised Pavement Markers used as Guidemarks

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

: DISPLAYED
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64
ACC:

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

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DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
2-98		6		33
1-02	COUNTY		CONTROL SECTION JOB	HIGHWAY
11-02				
9-07				

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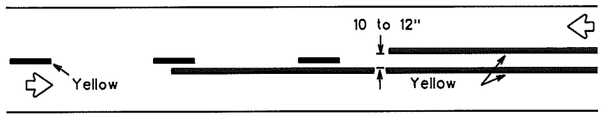
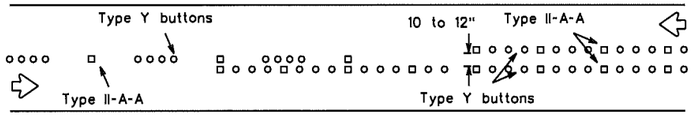
PAVEMENT MARKING PATTERNS

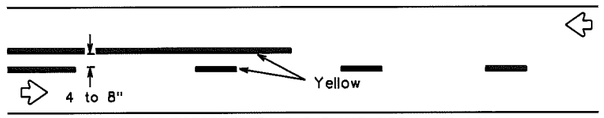
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



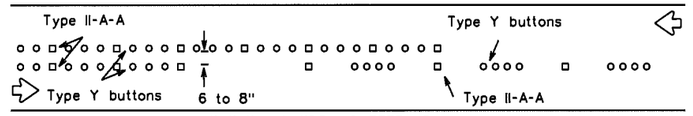
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



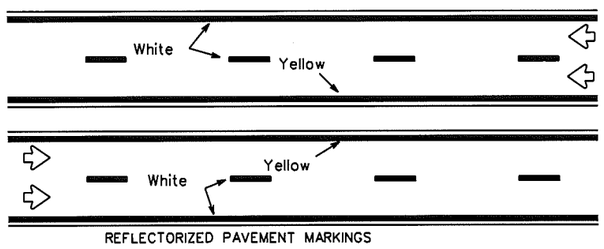
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



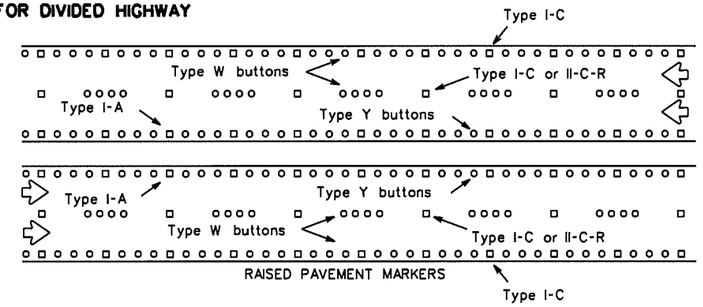
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



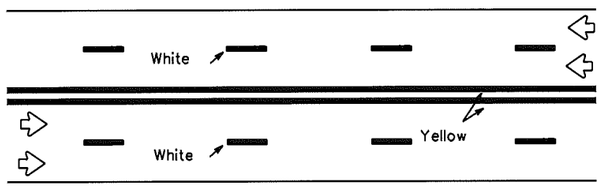
REFLECTORIZED PAVEMENT MARKINGS



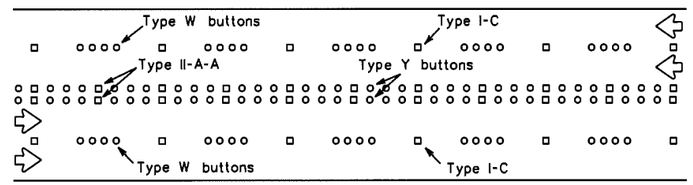
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



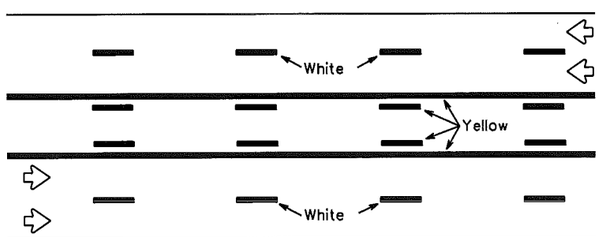
REFLECTORIZED PAVEMENT MARKINGS



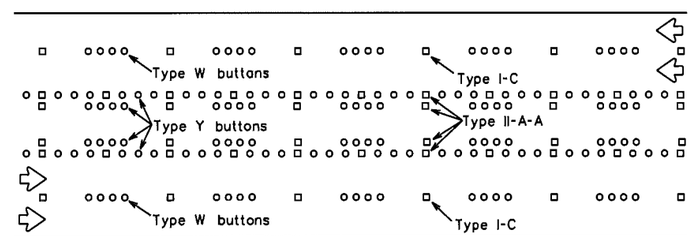
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE



REFLECTORIZED PAVEMENT MARKINGS



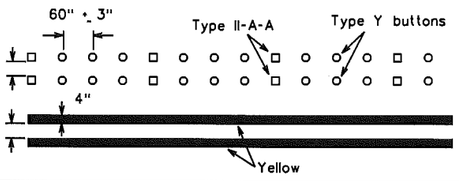
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

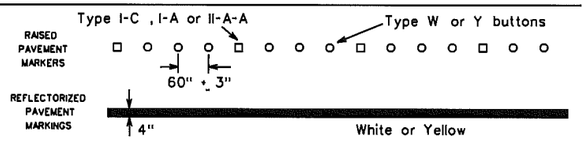
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

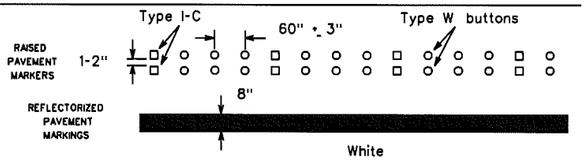


EDGE LINE OR SINGLE NO-PASSING LINE



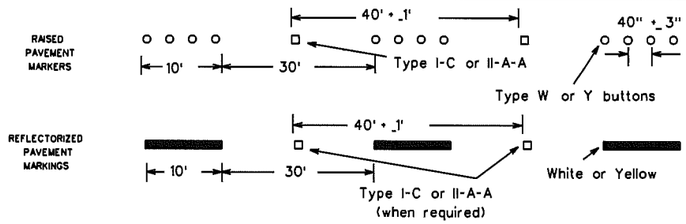
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)



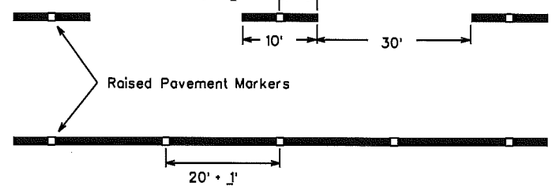
BROKEN LINE

(FOR CENTER LINE OR LANE LINE.)



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

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REVISIONS 1-97 2-98 11-02 9-07	STATE DISTRICT: 6	FEDERAL REGION	FEDERAL AID PROJECT	SHEET: 34
	COUNTY	CONTROL	SECTION	JOB / HIGHWAY

FILE: bc12-07.dgn DISPLAYED ACC:

SITE DESCRIPTION

PROJECT LIMITS: FROM: 1/4 MILE EAST FM 907 (ALAMO ROAD)
TO: TOWER ROAD

PROJECT DESCRIPTION: Construction of a non-freeway facility consisting of: Grading, lime treat. subgrade, flexible base asph. conc. pav't, signing, and storm sewer.

MAJOR SOIL DISTURBING ACTIVITIES: preparing the right-of-way
Embankment
Excavation
Grading
Inlet/storm drains
erosion & sediment controls

TOTAL PROJECT AREA: 2.59 ACRES

TOTAL AREA TO BE DISTURBED: 2.59 ACRES

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION): 0.50

EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER: Existing soil condition is Hidalgo Assoc: Level to convex soil, well drained, and calcareous soil.

NAME OF RECEIVING WATERS: A county drain ditches will receive all 11.51 acres. Ultimately the runoff will flow into the Laguna Madre, approximately 8.05 km south of Port Mansfield. The Laguna Madre is located within Stream Segment NO. 2491.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- [x] TEMPORARY SEEDING
- [x] PERMANENT PLANTING, SODDING, OR SEEDING
- [ ] MULCHING
- [ ] SOIL RETENTION BLANKET
- [ ] BUFFER ZONES
- [x] PRESERVATION OF NATURAL RESOURCES

OTHER: Disturbed areas on which construction activity has ceased (temporarily or permanently) shall be stabilized within 14 days unless activities are scheduled to resume within 21 days.

STRUCTURAL PRACTICES:

- [x] SILT FENCES
- [x] HAY BALES
- [ ] ROCK BERMS
- [ ] DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- [ ] DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- [ ] DIVERSION DIKE AND SWALE COMBINATIONS
- [ ] PIPE SLOPE DRAINS
- [ ] PAVED FLUMES
- [ ] ROCK BEDDING AT CONSTRUCTION EXIT
- [x] TIMBER MATTING AT CONSTRUCTION EXIT
- [ ] CHANNEL LINERS
- [ ] SEDIMENT TRAPS
- [ ] SEDIMENT BASINS
- [ ] STORM INLET SEDIMENT TRAP
- [ ] STONE OUTLET STRUCTURES
- [ ] CURBS AND GUTTERS
- [x] STORM SEWERS
- [ ] VELOCITY CONTROL DEVICES

OTHER:

NARRATIVE - SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES:

The order of activities will be as follows:

1. Install controls for ingress and egress into the project site.

2. Install sediment control fences around culverts and other locations as shown on the plans or as directed by the engineer.

3. Seed entire disturbed area from back of curb to the right of way.

4. When all construction activity is complete and the site is stabilized and approved by the Project Engineer, remove all temporary erosion controls and stabilize any areas disturbed by their removal.

STORM WATER MANAGEMENT: Storm water drainage will be provided by conc. curb & gutter, curbs, curb openings and a storm ditch system.

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment.

INSPECTION: An inspection will be performed by a County Inspector every week as well as after every half inch or more of rain (as recorded on a non-freezing rain gauge to be located at the Project Site). An Inspection and Maintenance Report will be made per each inspection. Based on the inspection results, the controls shall be revised per the inspection report.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster meeting all state and local city solid waste management regulations. All trash and construction debris from the site will be deposited as necessary, or as required by local regulations, at a local dump. No construction waste material will be buried on site.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill Coordinator should be contacted immediately. Wash water and concrete will not be allowed to enter any storm drain or waterway. Likewise, washout of concrete trucks shall not be performed onsite without a system of containment these discharges are considered non-allowable non-storm water discharges. Concrete trucks shall not dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING:

- [x] HAUL ROADS DAMPENED FOR DUST CONTROL
- [ ] LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- [x] EXCESS DIRT ON ROAD REMOVED DAILY
- [x] STABILIZED CONSTRUCTION ENTRANCE

OTHER:

REMARKS: Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed.
Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 6-3-13
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY PRECINCT No.2
RANCHO BLANCO RD.
STORM WATER POLLUTION PREVENTION PLAN (SW3P)

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

PROJECT NUMBER	COUNTY	HIGHWAY NO.
		RANCHO
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	35

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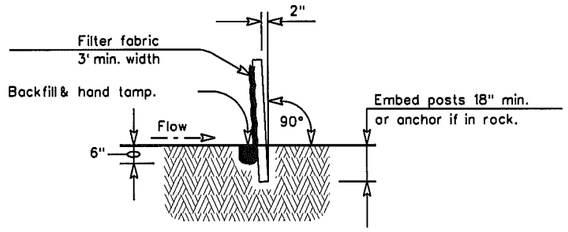


SECTION A-A

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

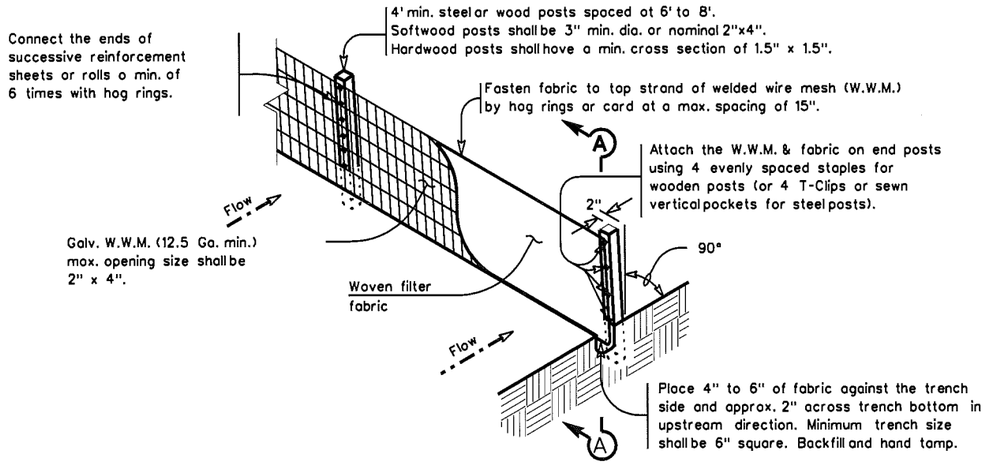
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

PLAN SHEET LEGEND

Sediment Control Fence —— SCF ——

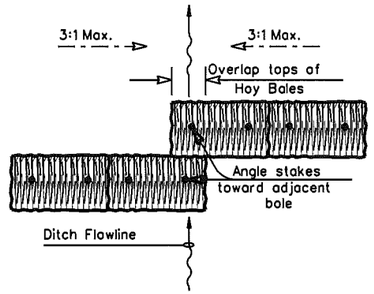
GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

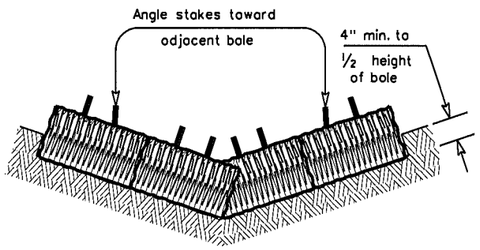


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

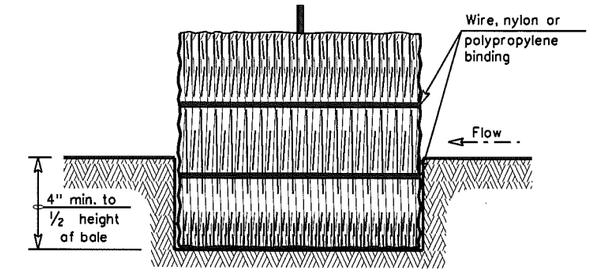
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than ½ acre.

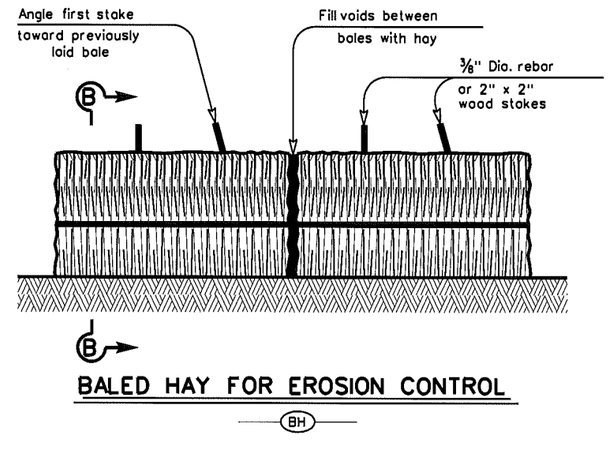
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible ½ the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with ⅜" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

DISCLAIMER :
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

LEVELS DL. D

1	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
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49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

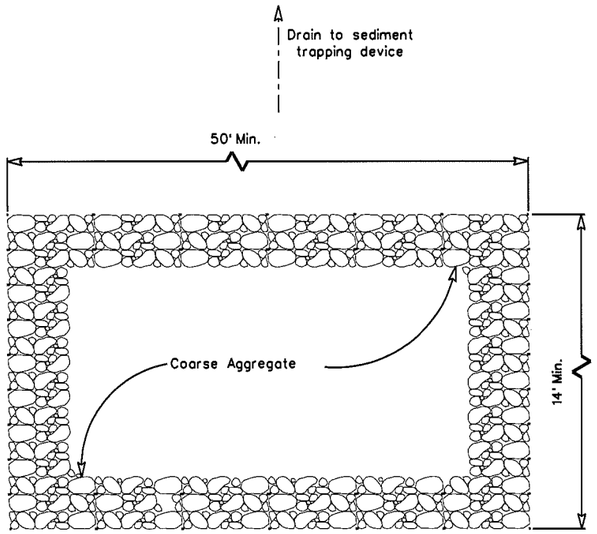
Texas Department of Transportation
Design Division (Roadway)

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

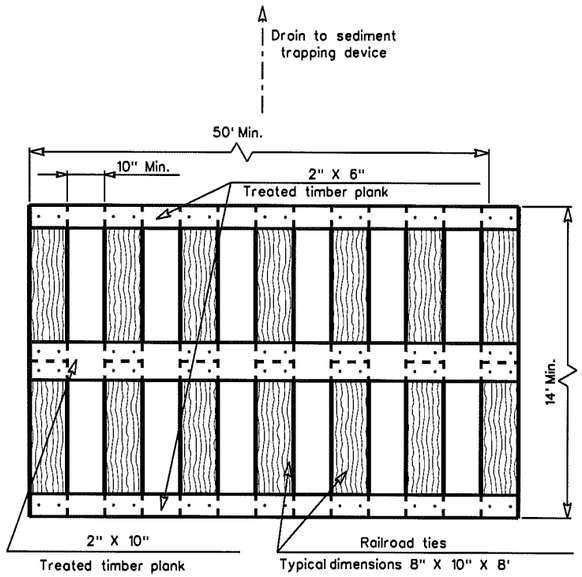
FENCED & BALED HAY

EC(1)-93

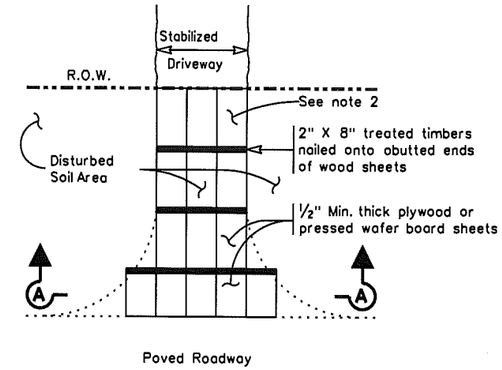
FILE: EC193.DGN	DN: HEJ	CK: HEJ	DW: BGD	CK:
©TxDOT JUNE 1993	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS				36
	COUNTY	CONTROL	SECT	JOB	HIGHWAY



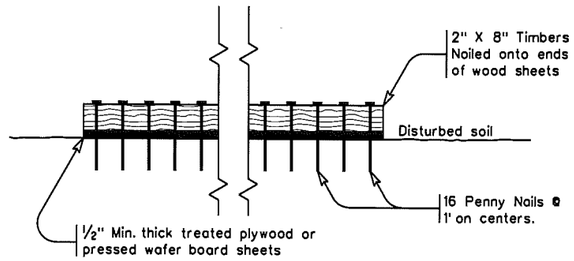
PLAN



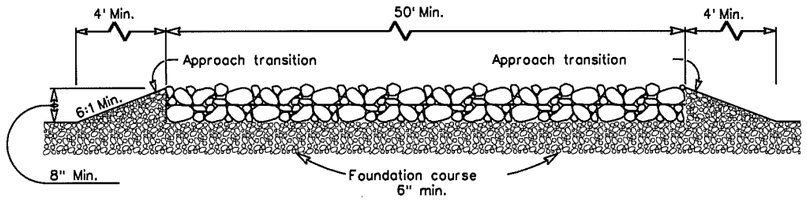
PLAN



PLAN



SECTION A-A

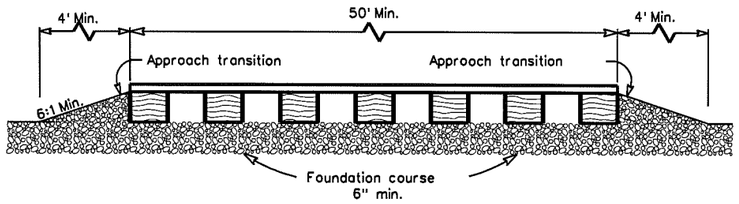


PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper thon 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible bose, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PROFILE

CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treoted timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treoted timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The opproach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible bose, bituminous concrete, portlond cement concrete or other material as oppraved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

DISCLAIMER :
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LEVELS DU_D

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Texas Department of Transportation
Design Division (Roadway)

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-93

FILE: EC393.DGN	DN: HEJ	CK: HEJ	DW: BGD	CK:
© TxDOT JUNE 1993	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS				37
	COUNTY	CONTROL	SECT	JOB	HIGHWAY

AI-40032 **Purchasing Department 9. I.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of payment for Inv. #3363-$7,251.00 for professional services rendered as submitted by project engineer, Ramiro Gutierrez Engineering Corp.-through Contract C-11-310-01-24 (WA #9) for the Thomas Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-083-0-731

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

BUDGETARY IMPACT:

Funding Available through PO#683294 as of 8/9/2013.

Attachments

Invoice #3363

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:51 PM
Budget & Management	Obdett Calzada	08/07/2013 03:56 PM
Obdett Calzada	Obdett Calzada	08/09/2013 08:57 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Carlos Jasso Started On: 08/05/2013 09:35 AM

Final Approval Date: 08/09/2013

R. Gutierrez Engineering Corporation — Transmittal Form

TO Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Thomas Road
PROJECT NO.: ENG11.109
DATE: July 10, 2013

WE ARE SENDING YC X ATTACHED __ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

__ BLUEPRINTS	__ PLANS	__ SHOP DRAWINGS	__ CD
__ CHANGE ORDER	__ SAMPLES	__ PAYMENT REQUEST	X OTHER: INVOICE
__ BID TABULATION	__ CONTRACT DOCUMENTS	__ RECORD DRAWINGS	__ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	7/10/2013	Invoice No. 3363
1	7/10/2013	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

__ FOR BIDS DUE	__ APPROVED AS NOTED	__ FOR YOUR RECORDS
__ FOR APPROVAL	__ APPROVED AS SUBMITTED	__ FOR YOUR ACKNOWLEDGEMENT
__ FOR YOUR USE	__ RETURN FOR CORRECTIONS	__ RESUBMIT FOR APPORVAL
__ AS REQUESTED	X FOR FURTHER PROCESSING	__ ON LOAN
__ FOR REVIEW AND COMMENT	__ FOR SIGNATURE	__ OTHER

COMMENTS:

2013 JUL 10 AM 9 38
HIDALGO COUNTY
PRECINCT NO. 2

Copy Distribution: file

Received by: Elizabeth Cates

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

July 10, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Thomas Road – Invoice
ENG11.109

Dear Commissioner Palacios:

Enclosed is an invoice for the services performed to date on the Thomas Road project. The construction phase is about 75% complete.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

HIDALGO COUNTY
PRECINCT NO. 2
2013 JUL 10 AM 9 37

130 E. Park Avenue – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: jaime@rgec.net

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE ◦ PHARR, TEXAS 78577
(TEL) 956-782-2557 ◦ (FAX) 956-782-2558
Engineering Firm F - 486 ◦ Surveying Firm #101650-00

Invoice Number 3363
Date 7/10/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Thomas Rd (Jackson-McColl)

Const. Cost 460,364.00
% of Const. Cost 10.5%
Billing Fee 90,738.00

Project No.: ENG11.109
Contract No.: C-11-310-01-24(WA#9)
PO No. 683294

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Engineering (50% of Total Fee)	24,169.00	100.00%	24,169.00	24,169.00	0.00
Geotechnical Engineering (Add'l Services)	20,000.00	0.00%			0.00
Right-of-Way Map (Add'l Services)	22,400.00	37.50%	8,400.00	8,400.00	0.00
Design (30% of Total Fee)	14,501.00	100.00%	14,501.00	14,501.00	0.00
Construction (20% of Total Fee)	9,668.00	75.00%	7,251.00		7,251.00

PO # 683294
3-1200-431-00-122-003-0-731
Req # 225314

INVOICE RECEIVED BY:
Elizabeth Cases ON 7/10/13
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 7/10/13

Balance Due **$7,251.00**

AI-40073 **Purchasing Department 9. J.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of clarification to effective dates indicated under AI#39684 (approved by CC 07-30-13) in connection to extensions/renewals as (set forth below);

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 08/03/13 and not 08/03/12 as captioned on agenda.

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. Requesting 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 08/19/13 and not 08/03/12 as captioned on agenda.

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

CC Mins approved 07/30/13
Extensions

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-083-0-441

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

CC mins apprvd 073013
Extension-Keefe Supp Co - Commissary Supp
Extension-SBA-La Joya Twr Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 04:57 PM
Budget & Management	Obdett Calzada	08/08/2013 01:18 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Letty Saenz Started On: 08/06/2013 04:52 PM

Final Approval Date: 08/09/2013

SPECIAL MEETING - July 30, 2013

BE IT REMEMBERED, that on this 30th day of July A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein 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 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 CONSENT
COMMISSIONERS' COURT
MEETING
July 30, 2013
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.

APPROVED

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of item 5.D.
Vote: 4 - 0

NO ACTION taken on item 5.D.

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. **2013 Intradepartmental transfers:**

   A. 2013 - District Clerk (1100)

   B. 2013 - Health & Human Services Dept. (1293)

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

   D. 2013 - Elections (1100)

   E. 2013 - Hidalgo County Sheriff's Office (1100)

B. 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.

10. Urban County:

A. 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

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

11. Auditor's Office:

A. 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.

12. 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. 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.

B. 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.

C. **(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.

D. 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.

E. 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

F. 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.

G. 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.

H. 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.

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of July, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on July 30, 2013.

Signed this 6th day of August 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

E-13-248-07-30

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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SPECIAL MEETING - July 30, 2013

BE IT REMEMBERED, that on this 30th day of July A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein 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 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 CONSENT
COMMISSIONERS' COURT
MEETING
July 30, 2013
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.

APPROVED

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of item 5.D.
Vote: 4 - 0

NO ACTION taken on item 5.D.

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. **2013 Intradepartmental transfers:**

   A. 2013 - District Clerk (1100)

   B. 2013 - Health & Human Services Dept. (1293)

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

   D. 2013 - Elections (1100)

   E. 2013 - Hidalgo County Sheriff's Office (1100)

B. 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.

10. Urban County:

A. 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

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

11. Auditor's Office:

A. 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.

12. 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. 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.

B. 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.

C. **(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.

D. 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.

E. 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

F. 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.

G. 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.

H. 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.

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of July, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on July 30, 2013.

Signed this 6th day of August 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

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.

Valdez 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.

Valdez 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.

11. **Elections Administration - Yvonne Ramon:**

approved

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

E-13-247-07-30

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: _____ Alyssa Houlihan Director of Leasing Date: 7-26-13
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

SPECIAL MEETING - July 30, 2013

BE IT REMEMBERED, that on this 30th day of July A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein 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 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 CONSENT
COMMISSIONERS' COURT
MEETING
July 30, 2013
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.

APPROVED

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of item 5.D.
Vote: 4 - 0

NO ACTION taken on item 5.D.

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. **2013 Intradepartmental transfers:**

   A. 2013 - District Clerk (1100)

   B. 2013 - Health & Human Services Dept. (1293)

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

   D. 2013 - Elections (1100)

   E. 2013 - Hidalgo County Sheriff's Office (1100)

B. 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.

10. Urban County:

A. 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

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

11. Auditor's Office:

A. 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.

12. 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. 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.

B. 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.

C. **(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.

D. 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.

E. 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

F. 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.

G. 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.

H. 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.

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of July, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on July 30, 2013.

Signed this 6th day of August 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

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

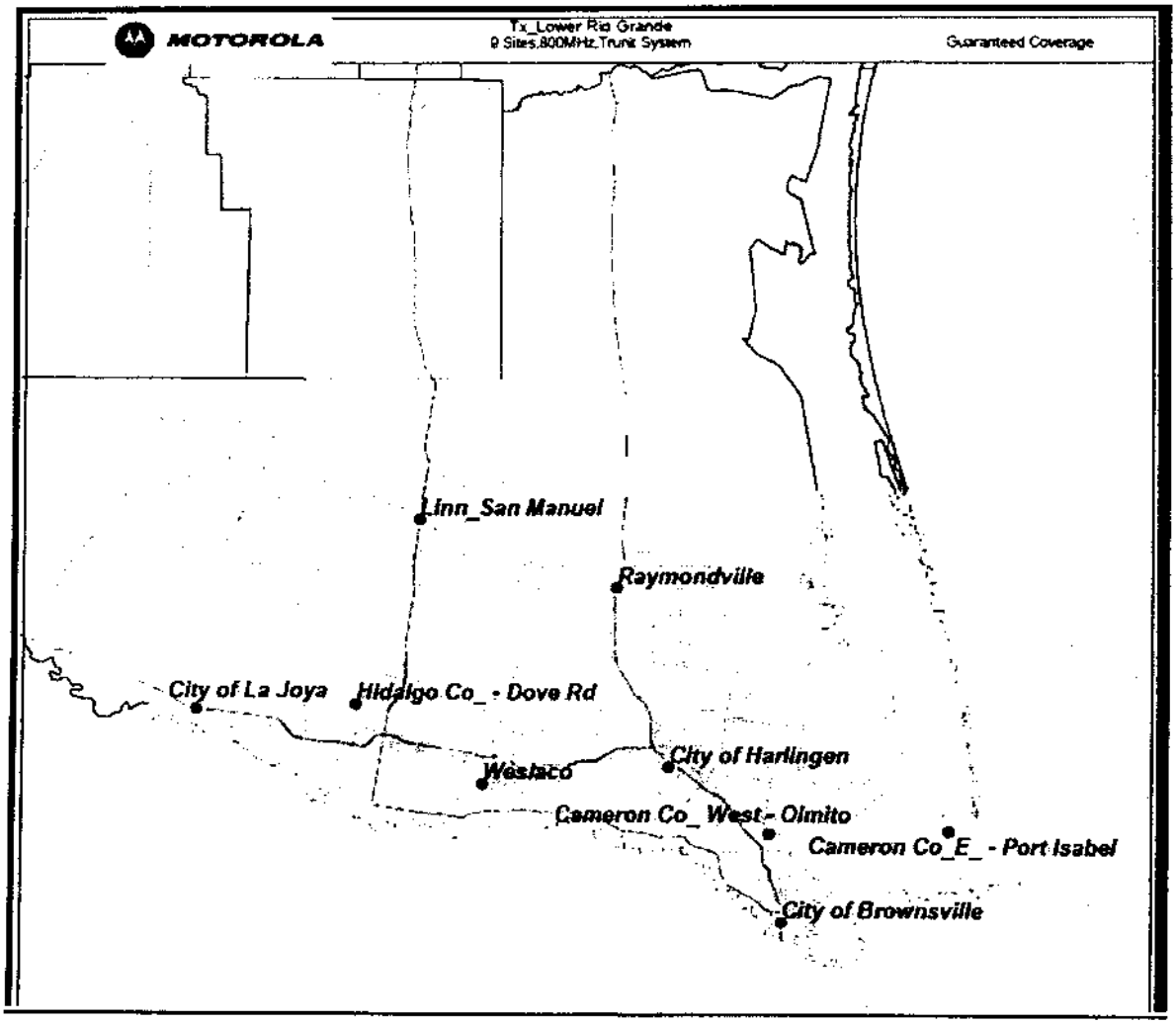
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER 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."

AI-39988 **Purchasing Department 9. K.**

CC CONSENT

Meeting Date: 08/13/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Requesting approval of payment for Invoice #20131608 in the amount of $10,865.02 for professional services submitted by TEDSI Infrastructure Group, Contract C-12-119-07-31 (WA#2) for the Dicker Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

Funding available through PO# 690815 in the amount of $10,865.02 for TEDSI Infrastructure Group, Inc as of 7/31/2013.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Carlos Jasso Started On: 07/31/2013 03:47 PM

Final Approval Date: 08/09/2013

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

HIDALGO COUNTY
PRECINCT NO. 2
2013 AUG 1 PM 1 56

July 18, 2013
Project No: 2012-1118-02
Invoice No: 20131608

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-02 Dicker Road W.A. No. 2

Contract No. C-12-119-07-31
P. O. Number 690815
23rd Street to Jackson Road

Professional Services from June 01, 2013 to June 30, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Environmental Scoping	32,424.75	100.00	32,424.75	21,559.73	10,865.02	
Total Fee	32,424.75		32,424.75	21,559.73	10,865.02	
		Total Fee				**10,865.02**

Billing Summary	Current	Prior	To-Date
Total Billings	10,865.02	21,559.73	32,424.75
Total Fee			32,424.75
Remaining Fee			

Total this Invoice **$10,865.02**

Outstanding Invoices

Number	Date	Balance
20131537	5/15/2013	12,000.00
20131589	6/25/2013	9,559.73
Total		**21,559.73**

Total Now Due **$32,424.75**

INVOICE RECEIVED BY: May ON 8/1/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 7/18/13

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South
Houston, Texas 77079

PO # 690815
3-1200-431-00-122-062-0-731
Req # 231906

Authorized By: _____ Date: 07/18/2013
Craig F. Stong, P.E.
Project Manager

PRESCOTT NO. 2
PIERCE COUNTY

2013 AUG 1 PM 1 56

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Precinct No. 2

DATE: July 17, 2013

FROM: Mr. Craig F. Stong, P.E., Project Manager

TEDSI PROJECT NO.: 2012-1118-02

REFERENCE: Work Authorization No. 2, Dicker Road: 23rd Street to Jackson Road

Progress Report for Invoice No. 20131589, June 1 to June 30, 2013

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
Environmental Scoping	100%	TEDSI	Scoping documents and classification letter submitted to TxDOT. Agreement provided by TxDOT and placed on Court Agenda. Item approved on Comm Court Agenda

AI-39958 **Purchasing Department 9. L.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting acceptance and approval of payment-Inv. #7843-$14,862.56 submitted-L&G Engineering Laboratory, LLC, under (WA# 1 - PO#693757) in connection to: “Geo Technical Services” for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) under Cont.#C-12-225-11-06-PROJECT: SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT at PRECINCT 4;

2. Requesting acceptance and approval of payment-Inv. #13-7-000009-$278.61 submitted by L&G Engineering Laboratory, LLC, under (WA#3 - PO# 694431) in connection to:"Construction Material Testing Services" for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) under Con. #C-12-122-06-12-PROJECT-"M" ROAD MOTOR POOL for PRECINCT 4;

3. Requesting acceptance and approval of payment-Inv. #11324494-$27,749.60 submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-12-126-10-16 (WA#1-PO#688820) for:"JOB SPECIFIC PROJECT"-Extension of 10th Street (SH 107 to FM 1925)" located in Hidalgo County Precinct No. 4;

4. Requesting acceptance and approval of payment-Inv. #11324495-$13, 756.23 submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-11-234-09-13-WA#2-PO#684964 for "JOB SPECIFIC PROJECT": "FM 1925 (N. Alamo Road Extension)" located in Hidalgo County Precinct No. 4.

BACKGROUND

Various Invoices by L&G Engineering

Inv# 7843 - C-12-225-11-06
Inv# 13-7-000009 - C-12-122-06-12
Inv# 11323494 - C-12-126-10-16
Inv# 11324495 - C-11-234-09-13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

PO#693757
Available funds as of 8/8/13.

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-124-126-0-739
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
PO#694431
Available funds as of 8/8/13.

FISCAL YEAR: 2013 ACCT. #: 3-1341-431-00-124-030-8-841/731/711
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
PO#688820
Available funds as of 8/8/13.

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-076-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
PO#684964
Available funds as of 8/8/13.

Attachments

Inv#7843- L&G Engineering - Pct 4
Inv# 13-7-000009 - C-12-122-06-12 (CMT Svcs)
Inv# 11324494 - L&G Eng - C-12-126-10-16 Pct4
Inv# 11324495 - L&G Eng - C-12-126-10-16 Pct4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:40 PM
Budget & Management	Obdett Calzada	08/07/2013 03:51 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 02:12 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Letty Saenz Started On: 07/30/2013 03:51 PM
Final Approval Date: 08/09/2013

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: July 30, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-12-225-11-06

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **7843** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$14,862.56** FOR **L & G Engineering Laboratory, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **693757**
ACCOUNT # **3-1100-452-00-124-009-0-334**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 7843
PO# 693757

L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

RECEIVED JUL 30 2013 BY:

Date	Invoice #
7/23/2013	7843

Bill To

Hidalgo County Pct. No. 4
1102 N. Doolittle Rd
Edinburg, Texas 78541

Re:

Sunflower Park
Geotechnical Engineering Services

CSJ #/Project #	Rep	Due Date
GL13012	RG	8/10/2013

Date	Item Code	Description	Price Each	Quantity	Amount
7/18/2013	94055	Engineer (Principal)(Senior Project Manager)(Hr)	154.76	4	619.04
	94055	Engineer (Principal) (Geotechnical)(Hr)	154.76	8	1,238.08
	94058	EIT/Engineer in Training-(Bear. Cap/PVR/Found. Capacity)	116.01	24	2,784.24
	94048	Technician/Soils (Logger)(Locate Borings)(Util. Clr.)(Hr.)	46.44	3	139.32
	95058	Mileage (Logger)(Soil Tech)(Mi.)	0.51	60	30.60
	97006	Mobilization (DrillRig and Crew) (per/day)	430.82	2	861.64
	97001	Soil Boring/Solid Stem (w/SPT)(Ft.)	30.17	60	1,810.20
	97003	Soil Boring/Mud Rotary (w/SPT)(Ft.)	30.17	60	1,810.20
	94048	Technician (Soils)(Logger)(Hr.)	46.44	16	743.04
	94048	Technician (Soils)(Logger) 24-hr. Water Level Observations (Hr.)	46.44	3	139.32
	95058	Vehicle Charge (Support Truck)(Mi.)	1.61	60	96.60
	95058	Mileage (Logger)(Soil Tech)(Mi.)	0.51	120	61.20
	94054	Engineering Specialist (Soil Classification)(Hr.)	116.01	6	696.06
	94054	Engineering Specialist (Boring Logs)(Hr.)	116.01	6	696.06
	91001	Moisture Content	10.30	42	432.60
	91004	Atterberg Limits Det. (Ea.)	77.33	20	1,546.60
	91006	Materials Finer #200(Ea.)	53.85	18	969.30
	91037	Unconfined Compression (Ea.)	48.48	2	96.96
	95060	Administrative / Clerical	45.75	2	91.50

Invoice Received By: on 7/30/13
Goods/Services Received By: on 7/31/13

3 -1100-452-00-124-009-0- 334
Pct. # 783
Pur. Req. # 312797
P.O. # 693757 MAB

Total	$14,862.56
Balance Due	$14,862.56

L&G Engineering appreciates the opportunity to serve your material testing needs.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

July 26, 2013

RECEIVED
JUL 30 2013
BY:

Commissioner Joseph Palacios
Attn: Roman Rodriguez
Hidalgo County, Pct. #4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: "M" Rd. Parking Lot

Dear Mr. Rodriguez:

Included for your use with this letter is test report **R006** for **Construction Material Testing** performed on the above referenced project. Unless otherwise noted, all test results meet or exceed requirements.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil
General Manager

Attachments

CC: Project File

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

FIELD DENSITIES TEST REPORT

Project Description: "M" Rd Parking Lot
Client: Hidalgo County Pct. #4

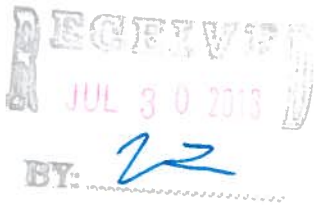
L&G Project Number: L1301302
L&G Report Number: R006
Sample Date: 06/26/2013
Date Reported: 06/26/2013

Material Description In-Situ Subgrade
Required % Proctor 95 **Moisture Tolerance** -2+3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
IS MD1	15.9	108.7

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	N. Entrance 500ft E from Inters. of "M" Rd. / 1ft N of CL	IS MD1	**16.9%**	**109.2 pcf**	**100.5% (Pass)**	**6"**
2	N. Entrance 150ft E. from Inters. of "M" Rd. / 2ft S o CL	IS MD1	**14.8%**	**108.0 pcf**	**99.4% (Pass)**	**6"**

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017



Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Raul Sesin
(1-cc copy)
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 07/25/2013
Invoice No: 13-7-000009

RECEIVED
JUL 30 2013
BY:

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #4

1102 N. Doolittle Rd.

Edinburg, TX. 78539

Account No.: L130
Project No: L1301302
Project Desc.: "M" Rd Parking Lot

Due Date: UPON RECEIPT
Budget/Remaining: $6,065.14 / $3,982.24

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
910:91011 - Field Density (Nuclear Method)	$23.21	2.00	$46.42
940:94048 - Eng. Tech. (Soils / SP.)	$46.44	2.50	$116.10
940:94054 - Engineering Specialist	$116.01	0.25	$29.00
940:94055 - Engineer / P.E.	$154.76	0.25	$38.69
950:95058 - Vehicle Trip Charge	$0.51	50.00	$25.50
950:95061 - Test Report	$22.90	1.00	$22.90
		Total for this Invoice:	**$278.61**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R006	*06/26/2013*	*2.00*	*910:91011 - Field Density (Nuclear Method)*	*Each*	*$23.21*	*$46.42*
R006	*06/26/2013*	*2.50*	*940:94048 - Eng. Tech. (Soils / SP.)*	*Hour*	*$46.44*	*$116.10*
R006	*06/26/2013*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$116.01*	*$29.00*
R006	*06/26/2013*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$154.76*	*$38.69*
R006	*06/26/2013*	*50.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.51*	*$25.50*
R006	*06/26/2013*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.90*	*$22.90*
				Report Number R006 for a Subtotal of:		*$278.61*
				Total for this Invoice:		***$278.61***

3 -1342-4194-40-124-126-0-739
Pct. # 800
Pur. Req. # 237454
P.O. # 694431

Invoice Received By: _____ on 7/30/13
Goods/Services Received By: _____

REMIT TO: ~~2100 W. Expressway 83~~
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

County of Hidalgo Pct. 4

Joseph Palacios Commissioner
1051 N. Doolittle Road
Edinburg Texas 78542-0337

NOTICE TO PROCEED

CONTRACT #C-12-122-06-12

Date:	**June 26, 2013**
Project Name:	**WA#3- Construction Material Testing "M" Road New Motor Pool Project**
Location:	**Hidalgo County Pct. #4**

This is to inform you that you, **L & G Engineering Laboratory, LLC** of 2100 W. Expressway 83 Mercedes TX 78570.

May proceed with the scope of services as outlined in Work Authorization No. 3 **Construction Materials Testing Services for "M" Road Parking Lot Project.**
Purchase Order **694431** has been issued for this project.

This Work Authorization No. 3 was approved Commissioner's Court on June 11, 2013 agenda item #AI-39145.

Should you have any questions please call our office at 383-3112.

Joseph Palacios
Commissioner Pct. #4

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: August 2, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-12-126-10-16

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324494** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$27,749.60** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **688820**
ACCOUNT # **3-1341-431-00-124-030-8-841/731/711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324494

L&G Engineering
Transportation Consultants

August 1, 2013

AUG 0 1 2013
BY:

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th Street Extension - Work Authorization No. 1 - Limits: SH 107 to FM 1925
PO#688820 - L&G Project#120901

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of July 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of environmental assessment with TxDOT, public involvement, schematic, design, ROW mapping, compensable utilities management oversight, for the 10th Street Extension Project from SH 107 to FM 1925. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11005 – PHASE I – COMPENSABLE UTILITIES		**% Complete**
L&G Engineering has identified all of the compensable utilities on the preliminary Schematic of record with the Railroad Commission. We have verified their physical existence on the ground and confirmed them through aerial imagery. We have begun the adjustment coordination process with the Utility Companies (initial correspondence, request for proof of property interest, etc…) and are receiving reports for the utility companies and adjusting the maps accordingly.	**L&G**	**100%**
FC 11006 – DESIGN SCHEMATIC		
L&G has refined the schematic based on the comments from the Public Meeting and will be submitting it to TxDOT for approval within a week.	**L&G**	**95%**
FC 11007 – PRELIMINARY RIGHT OF WAY		
L&G Staff have generated all of the property owners along both sides of the project as identified on the appraisal district. From the carson maps and county records we have identified the subdivisions of record and plotted the existing ownership of the existing 10th extension. The preliminary schematic shows all property owners along the corridor. In addition we have utilized this date to estimate the total number of parcels needed to acquire as requested by the auditor's office. This information will be used for the Public Meeting Notices and shown on the Schematic.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
L&G Environmental Staff is working on finalizing the Biological Impact Evaluation now that the public meeting has been held for submittal to TxDOT. L&G received comments from TxDOT-ENV and was determined that is project is considered to be an EA-FONSI type project; therefore, the Project Scoping document had to be revised and resubmitted to TxDOT for approval.	**L&G**	**55%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 12002 – PUBLIC INVOLVEMENT		
L&G provided the agenda packets, boards and staff at the Public Meeting that was successfully held on July 17th at BL Garza Middle School. The Summary & Analysis has been completed for inclusion in the Administratively Complete Environmental Document. All of the comments received at the meeting have been addressed. This task is complete.	**L&G**	**100%**
FC 12008 – ENGINEER FOR PUBLIC MEETINGS		
L&G prepared all of the Exhibits and the PowerPoint presentation for the Public Meeting that was successfully held on July 17th at BL Garza Middle School. All of the exhibits were manned by L&G staff and viewed by the public. This task is complete.	**L&G**	**100%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
The PCR Archeological and Historical Reports were submitted to TxDOT Pharr District on June 21st for their review and approval. The Arch report was cleared on July 16th with no further work required. The Historical Report was approved pending the Research Design which was submitted on July 26, 2013 to TxDOT for their approval prior to field work.	**Amaterra**	**11.6%**
FC 13002 – RIGHT OF WAY MAPPING		
No work has been completed on this task to date.	**L&G**	**0%**
FC 16101 – HYDROLOGICAL MAP		
L&G Engineers has refined the hydrologic map based on the comments from the public meeting and will finalize the coordination with HCDD #1.	**L&G**	**95%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L. & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324494
INVOICE DATE: 07/31/13

RECEIVED
AUG 0 1 2013
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 120901
10th Street Extension Project
WA#1 - P.O.#688820
C-12-126-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2013.						
11005-Ph. I Comp Uti	86,761.53	86,761.53		86,761.53	100.0	
11006-Design Schem	118,815.08	106,933.57	5,940.76	112,874.33	95.0	5,940.75
11007-Prelim ROW	20,017.05	20,017.05		20,017.05	100.0	
12001-EA Reports	95,024.83	44,661.67	7,601.99	52,263.66	55.0	42,761.17
12002-Pub Involvment	20,019.67	15,014.75	5,004.92	20,019.67	100.0	
12008-Engr/Pub Mtgs	20,005.84	15,004.38	5,001.46	20,005.84	100.0	
12070-Arch & Hist	23,256.70		2,699.61	2,699.61	11.6	20,557.09
13002-ROW Mapping	207,906.22				0.0	207,906.22
16101-Hydro Map	30,017.18	27,015.46	1,500.86	28,516.32	95.0	1,500.86
TOTALS:	621,824.10	315,408.41	27,749.60	343,158.01	55.2	278,666.09

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	343,158.01
LESS PREVIOUS INVOICES	$	315,408.41
CURRENT PAYMENT DUE	$	27,749.60

PROJECT MANAGER'S SIGNATURE

3-1341 431-00-124-0300 841 731 711
Pct. # 387
Pur. Req. # 232402
P.O. # 688820

Invoice Received By: on 8/1/13
Goods/Services Received By:
on

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Attn: Velma Garcia

Project Mgr Rachel Feit
rfeit@amaterra.com

RECEIVED
AUG 01 2013
BY:

Hidalgo County Pct. 4, 10th Street WA #5

AmaTerra Project # 184-011- 10th Street

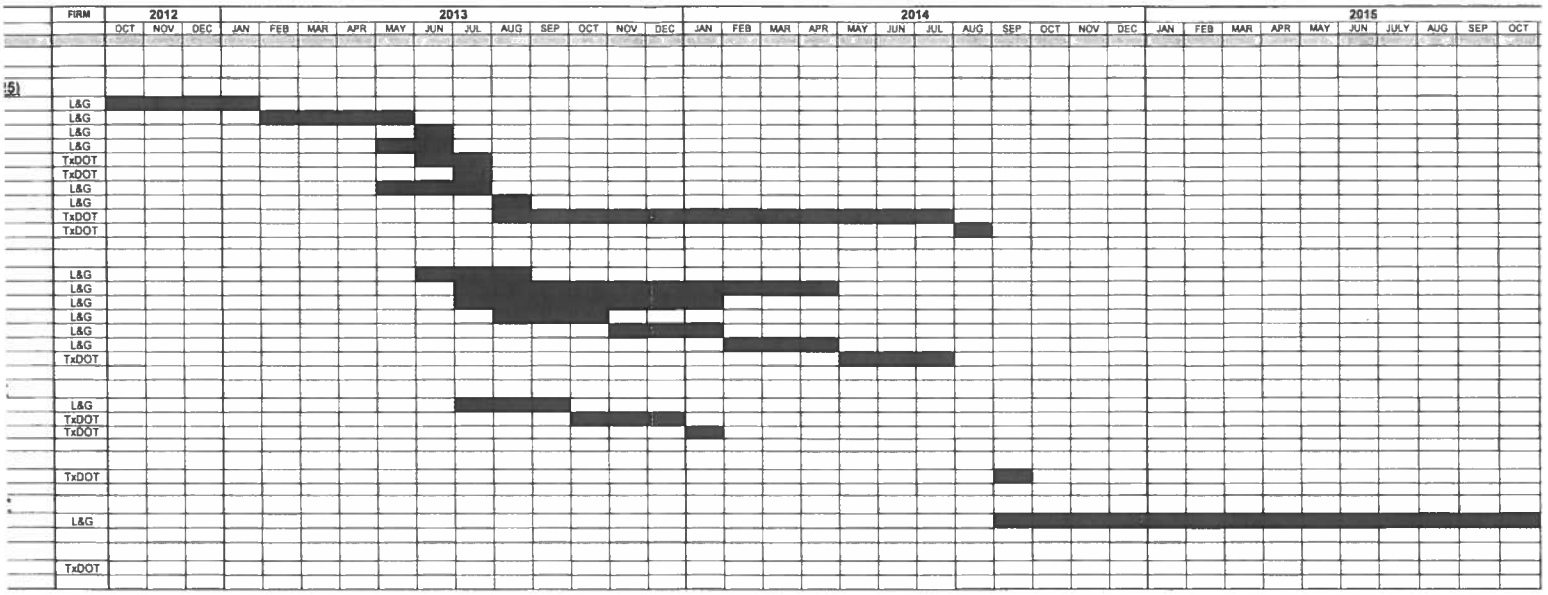
Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
July 5, 2013	June 1-30, 2013	184-011-01	Net 30	August 4, 2013

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report	$3,103.00	87%	$2,699.61	$0.00	$2,699.61
Task 2. HRSR research design, survey, and report	$8,625.00	0.0%	$0.00	$0.00	$0.00
Task 3. Archeology survey and report	$11,528.70	0.0%	$0.00	$0.00	$0.00
Total	$23,256.70	11.6%	$2,699.61	$0.00	$2,699.61

Thank You for including AmaTerra as part of your Project Team!	**TOTAL**	**$2,699.61**

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 187 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles



L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

1:35 PM7/22/2013

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: August 02, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2
C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324495** WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$13,756.23** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **684964**
ACCOUNT # **3-1342-431-00-124-076-0-841**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324495

L&G Engineering
Transportation Consultants

August 1, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
AUG 01 2013
BY: VZ

RE: FM 1925 N. Alamo Rd. Extension - Work Authorization No. 2
PO#684964 - L&G Project#110602

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of July 2013.
- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

Work Authorization#2

FC 15001 – ROADWAY DESIGN SURVEY		**% Complete**
The surveyor has provided the survey data which has been reviewed by L&G. L&G has coordinated the tie-downs of the existing utility lines with the surveyor. This task is complete.	**L&G**	**100%**
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
The surveyor has provided all of the topographic survey data (2D, 3D, DTM & ASCII) and has begun to tie down the utility lines' vertical data. This task is complete.	**RODS**	**100%**
FC 16001 – PS&E DESIGN		
L&G Engineering has finalized all of the plan sheets and is preparing the PS&E package for the upcoming 90% submittal to TxDOT.	**L&G**	**88%**
FC 16205 – SIGNAL DESIGN		
The design is complete and will be included with the 90% PS&E package submittal to TxDOT.	**L&G**	**88%**
FC 16307 – UTILITIES (PERMITTED)		
L&G Engineering has identified and field verified all utilities on the project. They have been drawn up and will be included with the 90% PS&E package submittal to TxDOT.	**L&G**	**88%**
32001 – CONSTRUCTION MANAGEMENT		
This task has not yet begun.	**L&G**	**0%**

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324495
INVOICE DATE: 07/31/13

RECEIVED
AUG 01 2013
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110602
FM 1925 N. Alamo Rd. Extension
WA#2
PO#684964

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2013.						
15001-Rdwy Dsgn Surv	41,218.00	41,218.00		41,218.00	100.0	
15010-Rdwy Survy/Sub	26,792.00	26,792.00		26,792.00	100.0	
16001-Rdwy Design	348,018.00	295,815.30	10,440.54	306,255.84	88.0	41,762.16
16205-Signal Design	72,019.00	61,216.15	2,160.57	63,376.72	88.0	8,642.28
16307-Utl(Permitted)	38,504.00	32,728.40	1,155.12	33,883.52	88.0	4,620.48
32001-Const. Mgmt	74,009.00				0.0	74,009.00
TOTALS:	600,560.00	457,769.85	13,756.23	471,526.08	78.5	129,033.92

ORIGINAL CONTRACT SUM	$	600,560.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	600,560.00
TOTAL COMPLETED TO DATE	$	471,526.08
LESS PREVIOUS INVOICES	$	457,769.85
CURRENT PAYMENT DUE	$	13,756.23

PROJECT MANAGER'S SIGNATURE

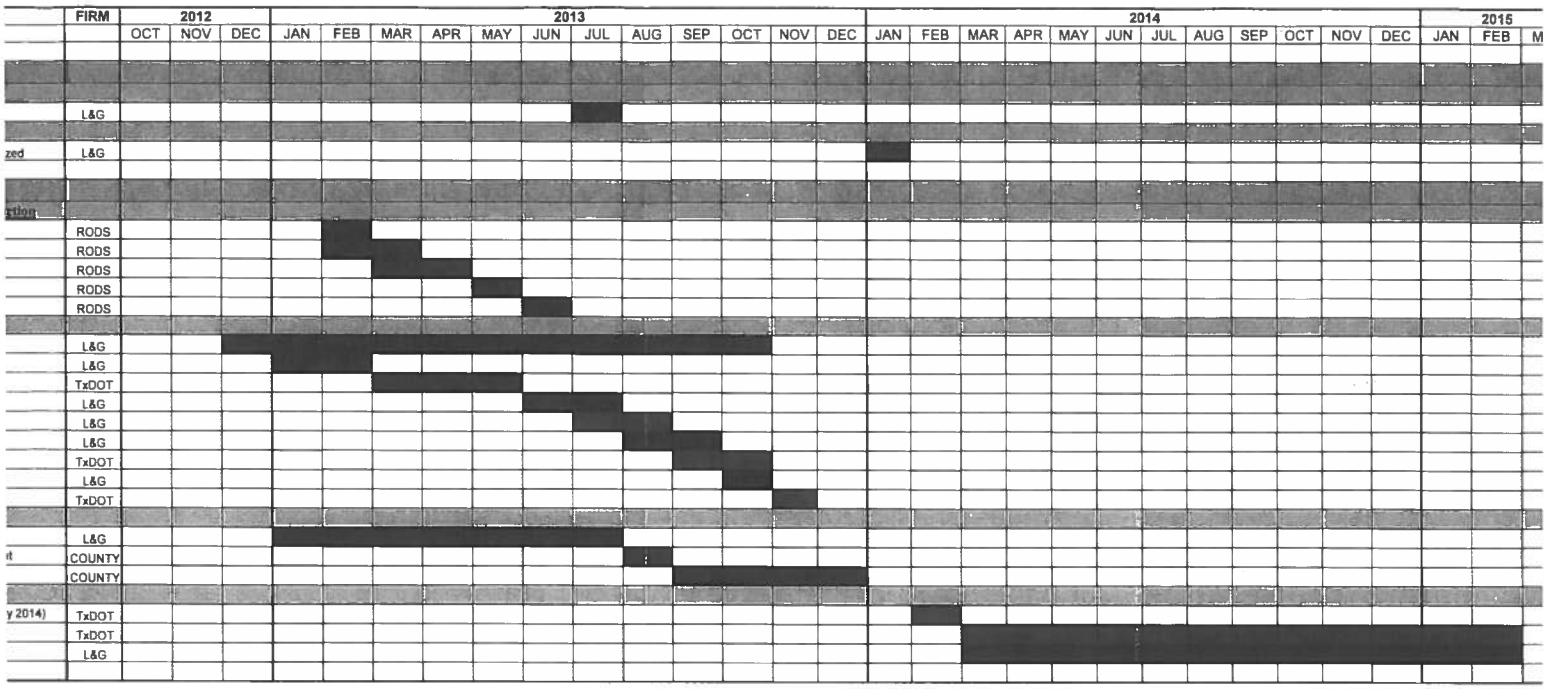
3-1342 431-00-124-076 0-841
Pct. # 1744
Pur. Req. # 227054
P.O. # 684964

Invoice Received By: _____ on 8/1/13
Goods/Services Received By: _____ on _____

ıo Road)

EXHIBIT C
WORK SCHEDULE

8/1/2013



L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE EVALUATION IS COMPLETE DUE TO FUNDING

AI-39936 **Purchasing Department 9. M.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)-"Concrete Mix and Delivery Services"-RFB No.: 2013-237-00-00-SGS. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Current contract expires on December 08, 2013
New contract will commence on December 09, 2013
Proposed schedule of events:
1st Advertisement: August 17, 2013
2nd Advertisement: August 24, 2013
Bid Opening date: September 04, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

(Pct 2) $34,119.22 as of 8/8/13
On an "as needed basis"

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

(Pct 3) $43,638.83 as of 8/8/13
On an "as needed basis"

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

(Pct 4) $5,174.19 as of 8/8/13
On an "as needed basis"

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-679

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

BUDGETARY IMPACT:

(Pct 4) $6,333.62 as of 8/8/13
On an "as needed basis"

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

(Pct 4) $0 as of 8/8/13
On an "as needed basis" and subject to funding

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

(Pct 2) $40,523.73 as of 8/8/13

Attachments

Draft & Legal approval
Procurement Packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:30 PM
Budget & Management	Obdett Calzada	08/07/2013 03:49 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 09:53 AM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Sandy Suarez Started On: 07/29/2013 02:22 PM

Final Approval Date: 08/09/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-237-00-00

THIS CONTRACT is made and entered into this _____**D**ay of _____**, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"CONCRETE MIX AND DELIVERY SERVICES",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective_____**, 2013** and ending on_____**, 2014.** Hidalgo County at its sole discretion elect the option to extend the contract for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

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jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

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hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

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_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Draft Contract-Concrete Mix and Delivery Services

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Jul 19, 2013 02:40 PM
Subject : Fwd: Draft Contract-Concrete Mix and Delivery Services
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, July 19, 2013 2:12:45 PM
Subject: RE: Draft Contract-Concrete Mix and Delivery Services

He draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 19, 2013 1:38 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Draft Contract-Concrete Mix and Delivery Services

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, July 19, 2013 10:39:16 AM
Subject: Draft Contract-Concrete Mix and Delivery Services

Marty:
Attached for legal's review for approval as to form is a draft service contract for "Concrete Mix and Delivery Services" project.
Thank you

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin.

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **July 22, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-237- Hidalgo County (All Funding Sources, Programs and Entities) - "CONCRETE MIX & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-121-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	7/31/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JULY 29, 2013 @ 3:00 P.M.

Enclosures

Prct 1

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin.

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **July 22, 2013**

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APPROVE X	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ ✓ Other

(Specify) Funds depends on Project as well.

BUDGET ACCOUNT NO: 3-1200-431-00-122-0000-673

Ricardo Cuellar	Ricardo Cuellar	R&B	7-23-13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JULY 29, 2013 @ 3:00 P.M.

Enclosures

Prct 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

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Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
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Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin.

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **July 22, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-237- Hidalgo County (All Funding Sources, Programs and Entities) - "CONCRETE MIX & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-123-005-0-673

[signature]	Joe M Flores	Pct#3	7/23/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JULY 29, 2013 @ 3:00 P.M.

Enclosures

Prct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin.

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **July 22, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-237- Hidalgo County (All Funding Sources, Programs and Entities) - "CONCRETE MIX & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-124-007-0- 731 739 679

[signature]	Roman Rodriguez	Roads & Bridges	7/24/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JULY 29, 2013 @ 3:00 P.M.

Enclosures

Prct 4

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2013-237-09-04-SGS

Hidalgo County is requesting sealed bids for goods and services for "Concrete Mix and Delivery Services" on an "**As Needed and as Requested Basis"** in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Concrete Mix" will be purchased only on an **"As Needed and Requested Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per cubic yard basis with a minimum of 5 cubic yards per request.

3. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

4. Bidder must be in compliance with all State and Federal rules and regulations.

5. Bidder shall conduct all deliveries during normal business hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the requesting department before scheduling service to insure County personnel will be available to sign the required manifest documents.

MATERIALS NEEDED:

Concrete Mix - will be supplied and delivered from your plant to different locations within Hidalgo County, as requested**. Optional Material:** as shown on Exhibit "B", will be on an **"As Needed and Requested"** basis.

1. 3000 PSI (Slump 1-7)
   Optional Material: 3000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
   (As shown on Exhibit "B")

2. 4000 PSI (Slump 1-7)
   Optional Material: 4000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
   (As shown on Exhibit "B")

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EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2013-237-09-04-SGS

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

7. 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).

8. **All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

9. It is understood and agreed that in case Hidalgo County should need "Concrete Mix" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

10. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful

DRAFT

bidder the difference for any additonal cost to such item.

11. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

12. At Hidalgo County's request, testing by an independent laboratory may be performed any time during the length of the contract.

13. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

14. Hidalgo County reserves the right to seek purchases for "Concrete Mix" from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

15. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

16. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such

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proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, August 28, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, August 30, 2013, no later than 5:00 P.M.

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Bid No: 2013-237-09-04	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)

"CONCRETE MIX AND DELIVERY SERVICES"

BID OPENING DATE:
September 04, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2013-237-09-04-SGS**

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "CONCRETE MIX AND DELIVERY SERVICES" i**n accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-237-09-04-SGS - HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "CONCRETE MIX AND DELIVERY SERVICES"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, SEPTEMBER 04, 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-2013-237-09-04-SGS - - "CONCRETE MIX AND DELIVERY SERVICES" -HIDALGO COUNTY.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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 -CONCRETE MIX AND DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**September 04, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work,

the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2013-237-09-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "B"
HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
RFB NO.: 2013-237-09-04-SGS

Part I. **AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.**

SAMPLE:	***$ 3.00***	***25%***	***.75***
Concrete Mix Materials	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$

Location of Plant: _____

OPTIONAL MATERIAL

SAMPLE:	***$ 3.00***	***25%***	***.75***
Concrete Mix Materials	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$	%	$

Location of Plant: _____

Part II. **BID PRICE ADJUSTMENT BY HIDALGO COUNTY**

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **August 30, 2013**. For each 10% (increase or decrease) in the OPIS Index of **August 30, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)
In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

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BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE NO'S:	
FAX NO:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

DRAFT

AI-39952 **Purchasing Department 9. N.**

CC CONSENT

Meeting Date: 08/13/2013

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add/delete fuel card(s) and/or driver(s) for:

1. Elections-Add;

2. Elections-Delete;

3. Hidalgo County Department of Corrections & Supervision, aka, Adult Probation-Add

BACKGROUND

Attachments

elections

Adult Probation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:33 PM
Budget & Management	Obdett Calzada	08/07/2013 03:50 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 03:20 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM

Form Started By: Nielda Cavazos Started On: 07/30/2013 10:35 AM

Final Approval Date: 08/09/2013

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Elections
Billing Address:	101 South 10th Ave., Edinburg, TX 78539
Fuel Card Manager:	Belinda Sagredo
	This person can not have use of the fuel card
Phone Number:	956-318-2570 **County Email:** belinda.sagredo@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	/ Yvonne Ramón
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Maria Diaz	10-31-68	069957		
Alejandro Lopez	11-6-80	90409		
Kristian Salazar	10-9-86	191019		
Josue Martinez	9-16-86	187917		
Luis Escobar	3-11-87	189537		
Adam Luna	7-3-88	161454		

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department: Elections
Billing Address: 101 South 10th Ave., Edinburg, TX 78539
Fuel Card Manager: Belinda Sagredo
This person can not have use of the fuel card
Phone Number: 956-318-2570 **County Email:** belinda.sagredo@co.hidalgo.tx.us
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: _____ / Yvonne Ramón
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Veronica Lopez	9-25-83	157716		
Luis Diaz	9-18-83	161683		
Javier Blanco	5-25-84	173444		
Jose Longoria	9-30-	188395		

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM 7/26/13

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☑ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: 320
Billing Address: P.O. BOX 1189 EDINBURG TX 78540
Fuel Card Manager: MELISSA GARZA
This person can not have use of the fuel card
Phone Number: 956 318-2920 **County Email:** MELissa.garza@hidalgocounty.us
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: ROBERT LIZCANO
Original Signature is required Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
JESSICA VANEZ	2/26/86	166847		
MARIA A. RODRIGUEZ	1/20/73	197696		
MARC LUGO	2/15/87	193941		
ANDREA LOPEZ	10/21/76	265526		
LINDA MEDELEZ	9/20/80	197669		

Form F.U.I Revised: *Attach separate **list if** additional users are required*

FUEL CREDIT CARD REQUEST FORM 7/26/13

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☑ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: 330
Billing Address: P.O. BOX 1109 EDINBURG, TX 78540
Fuel Card Manager: MELISSA GARZA
This person can not have use of the fuel card.
Phone Number: 956 318-2926 **County Email:** MELISSA.GARZA@HIDALGOCOUNTY.US
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: 330 DPS
Requested By: Robert Lizcano
Original Signature is required — Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-Vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
GILBERTO TREVINO	9/25/86	197118		
SERGIO RODRIGUEZ	2/13/84	197009		

Form F.1.1 Revised: *Attach separate **list** if additional users are required*