CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 20, 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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.

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. **AI-42243** 2013 - Right of Way (1200)

B. **AI-42351** 2013 - Dept. of Budget & Management (1100)

C. **AI-42208** 2013 - District Clerk (1100)

D. **AI-42273** 2013 - Sheriff's Office OCDETF FY 2014 (1284)

E. **AI-42356** 2013 - Hidalgo County Sheriff's Office (1100)

F. **AI-42275** 2013 - Facilities Management (1100)

G. **AI-42142** 2013 - County Court at Law 2 (1100)

H. **AI-42077** 2013 - Constable Pct. #1 (1100)

I. **AI-42160** 2013 - Constable Pct. #2 (1100)

J. **AI-42036** 2013 - Constable Pct. #4 (1100)

K. **AI-42242** 2013 - Tax Office (1100)

L. **AI-42035** 2013 - Facilities Management (1100)

M. **AI-42069** 2013 - Elections Dept. (1100)

N. **AI-42137** 2013 - Health & Human Services Dept. (1293)

O. **AI-42170** 2013 - Health & Human Services Dept. (1100)

P. **AI-42247** 2013 - Health & Human Services Dept. (1100)

Q. **AI-42231** 2013 - Jail (1100)

R. **AI-42173** 2013 - Adult Probation / Alt Incarceration Program (1100)

S. **AI-42384** 2013 - Pct. #1 Sanitation (1100)

T. **AI-42349** 2013 - Pct.1 Parks (1100)

U. **AI-42389** 2013 - Pct. #3 Sanitation (1100)

V. **AI-42344** 2013- Pct # 4 Sanitation (1100)

W. **AI-42347** 2013 - Pct. 4 Rd Maint (1200)

X. **AI-42393** 2013 - Constable Pct. #2 (1100)

Y. **AI-42394** 2013 - Texas A&M AgriLife Extension Service (1100)

3. **2013 Interdepartmental transfers:**

A. **AI-42226** Various Departments (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm-Contingency to various accounts to fund end of the year expenditures.

B. **AI-42033** 2013 Sheriff Dept (1100):
Approval of 2013 interdepartmental transfer from Sheriff Substation (program 038) to Sheriff (program 001) in the amount of $88.72.

C. **AI-42171** Pct. 2 TxDot (1315): Approval of 2013 interfund transfer from Certificate of Obligations 2004 (Fund 1334, Program#021) to TXDOT- "I" Road (Fund 1315, program#016) Road Project in the amount of $ 4,000.00 to fund legal services as needed for the project.

D. **AI-42205** Pct. No.3 -BCAP (1312):
Approval of 2013 interdepartmental transfer from program (234) Dude Hill #1 Subdivision to program (606)Regal Estates in the amount of $9,567.22 in order to fund change order #1.

4. 2014 Interdepartmental transfers:

A. **AI-42031** Various Departments (1100): Approval of 2014 interdepartmental transfer for Various Departments for corrections to the 2014 Adopted Budget as well as various adjustments requested by the County Auditor.

B. **AI-42165** Pct.#3 Landfill (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct #3 Landfill in the amount of $10,621.63

5. **Planning Department:**

A. **AI-42222** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

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

6. **Monthly Fee Reports:**

A. **AI-42216** District Clerk

Fee Report for the Month of November 2013 $443,066.07.

7. **Membership Dues:**

A. **AI-41634** WIC (1292):
Approval to pay the following three annual membership dues with authority for the County Treasurer to issue check to each individual organization after review, audit, and processing procedures are completed by the County Auditor:

1. TALWD - Texas Association of Local WIC Directors Annual Membership dues for Norma Longoria, WIC Director in the amount of $125.00 -Req. 246744

2. ILCA - International Lactation Consultant Association 2014 Annual Membership dues for Norma Longoria WIC Director, Diana Cardona IBLC and Sandra Escamilla IBLC in the amount of $534.00 (178.00 each) Req. 246756

3. NWA - National WIC Association 2014 Membership dues for Norma Longoria, WIC Director in the amount of $400.00. Req. 247236

8. **Headstart:**

A. **AI-42175** Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: November 2013

B. **AI-42174** Approval of Children's Applications for Program Year 2013-2014

C. **AI-42192** Approval of Financial Report: November 2013

D. **AI-42191** Approval of Special Services Monthly Report: November 2013

9. **Auditor's Office:**

A. **AI-42112** 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of November 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

10. **Executive Officer:**

A. **AI-42388** Approval of 457 plan hardship withdrawal requests for employee #127493 & 077062

11. **Budget & Management:**

A. **AI-42203** General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Co. Wide Adm.-Contingency account.

B. **AI-42043** 1. Approval of reimbursement in the amount of $564,119.43 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/23/13 to 12/06/13.

11/23-29/13	$320,712.93
12/01-06/13	$243,406.50
TOTAL	$564,119.43

2. Approval of wire transfer to cover claims paid.

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. **AI-42239** Requesting acceptance and approval of Invoice No. 13159-1 in the amount of $181,748.04, from contracted engineer, Chanin Engineering, LLC, in connection with contract C-13-133-07-09, structural engineering services for the "Adult Detention and Law Enforcement Facility Repairs and/or Replacements," after all processing procedures completed by Auditor and County Treasurer will issue payment/check.

B. **AI-42363** Acceptance and approval of request for Invoice Payment #20131725 as submitted by TEDSI Infrastructure Group in the amount of $14,440.59 amid Work Authorization No. 2-PO#698569-Contract #C-08-227-12-09 for Professional Engineering Services from Notice to Proceed to October 31, 2013 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

C. **AI-42245** Approval of Application for Payment No. 1 (Final) in the amount of $206,591.27 from Texas Cordia Construction, LLC, contracted vendor for Dimas 2 & 3 Subdivision (Pct. 1) as submitted by TEDSI Infrastructure Group Inc. project engineer (C-CAP-12-112-12-28.)

D. **AI-42240** Acceptance and approval of payment of Invoice #2013-00143 in the amount of $167,310.00 submitted by contracted architect, ERO Architects in connection with, "Schematic Design Phase for the New Hidalgo County Courthouse"C-13-122-07-17.

E. **AI-42244** Pct. 4

1. Acceptance and approval of request for payment of invoice # 11324642 for $32,064.49 through Work Authorization #1 submitted by L&G Engineers Inc for the 10th Street Extension Project (Limits: SH107 to FM 1925) under contract C-12-126-10-16 (PO# 688820).

2. Acceptance and approval of request for payment of invoice # 11324647 for $18,346.00 through Work Authorization #1 submitted by L&G Engineers Inc for the FM 1925 Project (Limits: Kenyon Rd to FM 907) under contract C-11-234-09-13 (PO# 663995).

3. Acceptance and approval of request for payment of invoice # 11324643 for $178,394.70 through Work Authorization #2 submitted by L&G Engineers Inc for the 10th Street Extension Project (Limits: SH107 to FM1925) under contract C-12-126-10-16 (PO# 700265).

F. **AI-42225** Approval of the following with 2GS, Inc. for the Little Mexico Subdivision and South Tower Estates project, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-13-127-05-21:

1. Application for Final Payment in the amount of $148,192.12;

2. Application for Retainage in the amount of $23,615.98;

3. Certificate of Construction Completion reflecting the date of October 30, 2013.

G. AI-42202 **370th District Court:**
Acceptance and approval for Hidalgo County to purchase the continuation of the maintenance services with ending date of November 30, 2014 through assigned purchase order (no signed documents required only purchase order) with Office Communications Systems Inc. d/b/a Toshiba Business Solutions for Hidalgo County 370th Judicial District Court - Toshiba E281C-#CDJ513662 through Requisition #246740 in the amount of $819.72.

H. AI-42083 Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324619-$1,473.00 for "La Homa ROW";
2. Invoice No. 11324624-$2,518.33 for "Tom Gill/Liberty Rd Project";
3. Invoice No. 11324625-$140,625.00 for "Liberty Rd Project;
4. Invoice No. 11324629-$78,780.00 for "Mile 3";

I. AI-42054 1. Acceptance and approval of previous action of AI#35080 as approved by CC on 11/06/12 for the purchase of the 911 Recorder Equipment/Software for updating of existing equipment in connection to the LRGVDC 911 Program with Commercial Electronics Corp. through HGAC Contract #RP07-11 to include the approval of the software agreement as reviewed/approved by legal through the life term of the program, equipment, software, hardware, maintenance support services, upgrading and purchases of appurtenances in place by office/department user; and,

2. Pursuant to the aforementioned, approval to pay in the amount of $16,367.89 thru assigned requisition #248035 for payment of support services for years ending 2014, 2015 and 2016 with Commerical Electronics, Inc. including the signing of required documents by County Judge, Court Member (if applicable).

J. AI-42091 Authority to exercise the one (1) year extension option as provided under current interlocal agreement for the, "Use of Council Chambers Facility for Hidalgo County Commissioners' Court Meeting," under the same rates, terms, and conditions with the City of Edinburg.

K. AI-42078 Request authorization to remove the following assets from Constable Precinct 4 inventory items cannot be located and possess no value in attached schedule:

Asset # 013071 – MV-724R
Asset # 021710 – DECATUR –MVRN-7240B – RADAR
Asset # 030611 CONFERENCE TABLE 42” ROUND

Asset # 43981 – OPTI-PLEX GX620 ULTRA SMALL, PENTIUM 4-PC

L. **AI-42270** Acceptance and approval of Invoice #11324660 in the amount of $3,788.64 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

M. **AI-42102** Approval for Hidalgo County to exercise the fourth (4th) year extension option (as provided under the current contract) for "Turnkey Interactive Voice Response System' for Hidalgo County Elections Department, under the same rates, terms and conditions with Drake Communications Inc. (E-12-312-12-18).

N. **AI-42145** Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, draft contract etc.,) as attached hereto for Hidalgo County- "Lease of Digital Sub-channel, Low-Power Television Channel, or Cable Channel" RFB #2014-022 including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required.

O. **AI-42166** Acceptance and approval of request for payment of Invoice #11324646 in the amount of $4,772.50 as submitted by L&G Consulting Engineers for the provision of Engineering Services for the month of November 2013 in connection to Contract #C-08-417-12-09-PO#644483 amid Work Authorization #2 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

P. **AI-42241** Approval of Request for Payment-Application No. 2 in the amount of $79,882.65 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

Q. **AI-42259** Clarification to AI-41268 Inv. #1102707-15 in the amount of $28,982.41 as submitted and approved by CC on 10/29/2013 with approval to increase total by $0.01 as requested by auditors, to reflected correct & revised amount of $28,982.42 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project-PO #663746.

R. **AI-42176** 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 Precinct 3- "Garbage Collection at los Ebanos Pavilion" -RFB No.: 2014-019 -01-15-SGS0-including the re-advertising of project in the event no bid responses are received and / or are rejected and project is still required.

S. **AI-42082** Add/delete Fuel Card Users/Drivers:

1. Hidalgo County Health and Human Services - Add Driver
2. District Attorney's Office - Fuel Card
3. Tax Office - Fuel Card

AI-42243 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Rebecca Gomez,
RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

2013 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-260-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

As of 12/12/13 Balance for Obj Code 667: $141.60
As of 12/12/13 Balance for Obj Code 780: $2,612.20
As of 12/12/13 Balance for Obj Code 810: $500.00
As of 12/12/13 Balance for Obj Code 432: $385.50
As of 12/12/13 Balance for Obj Code 583: $200.00
As of 12/12/13 Balance for Obj Code 584: $300.00

Attachments

LIT 2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 01:19 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rebecca Gomez Started On: 12/12/2013 09:35 AM

Final Approval Date: 12/17/2013

DATE: December 20, 2013

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 3-1200-431-00-260-001-0

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				
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
667	MINOR SOFTWARE	601	OFFICE & COMPUTER SUPPLIES	140.00
780	CAPITAL LEASES	664	OTHER MINOR EQUIPMENT	1500.00
810	DUES & MEMBERSHIPS	601	OFFICE & COMPUTER SUPPLIES	500.00
583	TRAVEL OUT OF COUNTY	601	OFFICE & COMPUTER SUPPLIES	200.00
432	EQUIPMENT & VEHICLE R & M SERVICES	601	OFFICE & COMPUTER SUPPLIES	385.50
584	REGISTRATION FEES	601	OFFICE & COMP SUPPLIES	300.00
			TOTALS:	$3,025.50

REASON: need funds for pending invoices for end of year

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-42351 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Sergio Cruz, Budget Officer Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Dept. of Budget & Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-14-115-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 03:20 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Ana Galvan Started On: 12/13/2013 02:25 PM

Final Approval Date: 12/17/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 13, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management

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

SUBJECT: **Intradepartmental transfer(s)**

Contact: Ana Galvan
Ph#: 956-292-7025

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
601	Office & Computer Supplies	339	Other Professional Services	$ 2,000.00
			TOTAL	**$ 2,000.00**

REASON: Transfer is needed to pay outstanding invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-42208 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2013 - District Clerk (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 01:16 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Stephanie Palacios Started On: 12/10/2013 01:52 PM

Final Approval Date: 12/17/2013

DATE: December 13, 2013

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing & Binding	540	Advertising	$84.00
601	Office Supplies	442	Equipment & Vehicle Rentals	$11.00
550	Printing & Binding	631	Bottled Water	$75.00
			TOTAL	**$170.00**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42273 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office OCDETF FY 2014 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1284-421-00-280-037-4-xxx

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

BUDGETARY IMPACT:

Funds are available as of 12/13/13.

Attachments

OCDETF LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/12/2013 05:03 PM
Budget & Management	Debbie Tamez	12/13/2013 08:38 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/12/2013 04:46 PM

Final Approval Date: 12/17/2013

DATE: December 12, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Organized Crime Drug Enforcement Task Force (OCDETF)

ACCOUNT NUMBER: 3-1284-421-00-280-037-4-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-421-00-280-037-4-	890 - Other	3-1284-421-00-280-037-4-	522 - Vehicle Liability Insurance	2,250.00
				$2,250.00

REASON: To cover insurance for leased vehicle under the OCDETF grant.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-42356 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 12/20/2013

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 12/16/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/13/2013 03:24 PM
Budget & Management	Obdett Calzada	12/16/2013 11:37 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Myra Montoya Started On: 12/13/2013 03:00 PM

Final Approval Date: 12/17/2013

DATE: 12/19/2013

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-	584- REGISTRATION FEES	$ 2,000.00
T O T A L					**$2,000.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE FOR REGISTRATION FEES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-42275 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 09:02 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Glinda Pacheco Started On: 12/13/2013 08:49 AM

Final Approval Date: 12/17/2013

DATE: December 13, 2013

2013
Transfer

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

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

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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**
609	FACILITIES MGMT-AGRI & LANDSCAPING SUPP	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	3,000.00
			TOTAL	3,000.00

REASON:
Intradepartmental transfer needed to cover December invoices for G & K Services.

12/13/13
DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42142 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Judge Jaime Palacios Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - County Court at Law 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-022-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12-10-13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 04:45 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Ana Galvan Started On: 12/06/2013 08:25 AM

Final Approval Date: 12/17/2013

INTRADEPARTMENTAL TRANSFER

DATE: December 4, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for C.C.L. #2

ACCOUNT NUMBER: 3-1100-412-00-022-001-0-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	AMOUNT
607	Household & Janitorial Supplies	640	Reference Materials	494.90
890	Other	523	Public Official Insurance	1,500.00
			TOTAL	1,994.90

REASON: Transfer is needed to purchase books, materials for Judge's use. Public Insurance for Judge.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42077 **2013 Intradept. (line item)Transfers 2. H.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Constable Celestino Avila Jr. Submitted By: Raul Lozano Jr., 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 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 02:42 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Raul Lozano Jr. Started On: 12/04/2013 02:13 PM

Final Approval Date: 12/17/2013

DATE: December 4, 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	R&M Services-Equipment & Vehicle	→	413	Electronic Surveillance & Security	72.78
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$72.78**

REASON(s): Expenses related to fire monitoring and Test/Inspect-Fire Alarm at new constable building.
.

Joe F. Espinosa Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

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

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-42160 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 12/20/2013

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 12/10/13.

Attachments

Uniform Policy

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:55 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Roxanne De La Cruz Started On: 12/06/2013 03:44 PM

Final Approval Date: 12/17/2013

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

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

3. PURPOSE

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

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

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

4. GENERAL GUIDELINES

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

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

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

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

5. UNIFORM ISSUANCE

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

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

6. APPEARANCE IN UNIFORM

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

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

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

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

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

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

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

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

8. CASUAL ATTIRE

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

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

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

9. UNACCEPTABLE CASUAL ATTIRE

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

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

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

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

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

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

11. CARE AND MAINTENANCE OF UNIFORMS

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

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

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

10. IMPROPER UNIFORM WEAR PROHIBITED

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

12. TERMINATION OF EMPLOYMENT

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

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

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

13. POLICY VIOLATION AND REVISION

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

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

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

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 6, 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
432	Equip&Veh R&M Srv.	605	Clothing & Uniforms	$126.00
			TOTAL	**$ 126.00**

REASON: Transferring money to purchase shoulder cords with tips for all depuites.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

12 / 6 /2013
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-42036 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT12213

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 04:22 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Nayla Munoz Started On: 12/02/2013 02:20 PM

Final Approval Date: 12/17/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 2, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
672	Eq&Veh R&M Supplies	**432**	Equip&Veh R&M Services	**$658.54**
			TOTAL	**$658.54**

REASON: Transfer is needed to cover repair and maintenance expenditures for the remainder of the year.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-42242 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 09:50 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Mary Garcia Started On: 12/11/2013 04:41 PM

Final Approval Date: 12/17/2013

DATE: December 12, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0-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:
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
442	EQUIP & VEH RENTALS	780	CAPITAL LEASES	$86.34
550	PRINTING & BINDING	780	CAPITAL LEASES	$34.02
631	BOTTLED WATER	780	CAPITAL LEASES	$380.30
661	MINOR OFF & FURN EQUIP	780	CAPITAL LEASES	$61.00
664	OTHER MINOR EQUIP	780	CAPITAL LEASES	$354.34
672	EQUIP VEH R&M SUPPLIES	780	CAPITAL LEASES	$75.00
745	COMPUTER EQUIP	780	CAPITAL LEASES	$540.26
745	COMPUTER EQUIP	432	EQUIP &VEH R&M SRV	$200.00
				$1,731.26

REASON: **Line item needed to cover expenditures on Xerox invoices and other office expenses in order to operate county office.**

.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42035 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Facilities Management

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-048-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 04:04 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Glinda Pacheco Started On: 12/02/2013 02:19 PM

Final Approval Date: 12/17/2013

DATE: November 26, 2013

2013
Transfer

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

ACCOUNT NUMBER: 3-1100-419-40-220-048-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
679	OTHER R&M SUPPLIES	671	BLDG&OTHR STRUC R&M SUPPL	522.87
			TOTAL	522.87

REASON:
Intradepartmental transfer needed to cover invoice from Matts Cash & Carry PO#697466 INV#01-135516-00 $267.51 and INV#01-135517-00 $255.36.

DEPARTMENT HEAD SIGNATURE

11/26/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42069 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Dept. (1100)

BACKGROUND

Elections LIT

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 01:18 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rosie Diaz Started On: 12/04/2013 10:54 AM

Final Approval Date: 12/17/2013

DATE: December 4, 2013

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

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

2013
Transfer

AI-42069

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
540	Elections Dept-Advertising	431	Elections Dept-BLDG & OTHER STRUC R&M SRV	$200.00
			TOTAL	$200.00

REASON:

To pay Delta Specialties Supply

Approved by **DATE** / /

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-42137 **2013 Intradept. (line item)Transfers 2. N.**

CC CONSENT

Meeting Date: 12/20/2013

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. #: 3-1293-441-00-340-059-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 09:24 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Mike Escaname Started On: 12/05/2013 04:25 PM

Final Approval Date: 12/17/2013

Date: December 5, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-059-0- MAC
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
3-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	3-1293-441-00-340-059-0-661	MEDICAID ADMIN-MINOR OFFICE FURN & EQUIP	$3,000.00
3-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	3-1293-441-00-340-059-0-743	MEDICAID ADMIN-OFFICE FURN & EQUIP	$20,000.00
			Amount	$ 23,000.00

Revenue Account
Amount Requested: $ 23,000.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-42170 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 12/20/2013

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 12/11/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/09/2013 11:43 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Mike Escaname Started On: 12/09/2013 10:47 AM

Final Approval Date: 12/17/2013

Date: December 9, 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
3-1100-441-00-340-003-0-336	HEALTH CLINICS-COMPUTER SERVICES	3-1100-441-00-340-003-0-622	HEALTH CLINICS-ELECTRICITY	$11,689.16
3-1100-441-00-340-003-0-540	HEALTH CLINICS-ADVERTISING	3-1100-441-00-340-003-0-581	HEALTH CLINICS-TRAVEL IN COUNTY	$ 590.00
			Amount	$12,279.16

Revenue Account
Amount Requested: $ 12,279.16

Reason: Funds need to cover anticipated expenditures through 12/31/13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-42247 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 12/20/2013

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 12/12/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 01:18 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Mike Escaname Started On: 12/12/2013 12:15 PM

Final Approval Date: 12/17/2013

Date: December 12, 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
3-1100-441-00-340-003-0-609	HEALTH CLINICS-AGRI & LANDSCAPING SUPPL	3-1100-441-00-340-003-0-631	HEALTH CLINICS-BOTTLED WATER	$ 500.00
			Amount	$ 500.00

Revenue Account
Amount Requested: $ 500.00

Reason: Funds need to cover anticipated expenditures through 12/31/13

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-42231 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Jail (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?:

BUDGETARY IMPACT:

Funds available as 12/13/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/11/2013 03:12 PM
Budget & Management	Debbie Tamez	12/13/2013 08:34 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Virginia Rodriguez Started On: 12/11/2013 02:51 PM

Final Approval Date: 12/17/2013

DATE: 12/13/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
3-1100-423-21-280-002-0-	331-PHYSICIAN SERVICES	➔	3-1100-423-21-280-002-0-	339-OTHER PROFESSIONAL SERVICES	$5,000.00
T O T A L					**$5,000.00**

REASON:

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

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-42173 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2013 - Adult Probation / Alt Incarceration Program (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/11/13.

Attachments

Adult Probation Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/09/2013 04:37 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Diana Solis Started On: 12/09/2013 04:15 PM

Final Approval Date: 12/17/2013

DATE: December 09, 2013

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation - General Fund AIP

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-00-320-034-0-611	Police Supplies	→	3-1100-423-00-320-034-0-748	Other Equipment	150.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
			T O T A L		**$150.00**

REASON: To pay the price difference on a breathalizer PO#701628, vendor Smart Start.

_____

DEPARTMENT HEAD SIGNATURE

_____ ___/___/___ _____

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

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

AI-42384 **2013 Intradept. (line item)Transfers 2. S.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 01:59 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Katia Garcia Started On: 12/16/2013 01:50 PM

Final Approval Date: 12/17/2013

DATE: December 16, 2013

2013
Transfer

AI-42384

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
780	CAPITAL LEASES	423	CUSTODIAL	$256.00
855	LATE FEES,PENALTIES & FINES	423	CUSTODIAL	$58.98
			TOTAL	$314.98

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-42349 **2013 Intradept. (line item)Transfers 2. T.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct.1 Parks (1100)

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 $19,047.57 as of 12/13/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 02:52 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Katia Garcia Started On: 12/13/2013 02:24 PM

Final Approval Date: 12/17/2013

DATE: December 13, 2013

2013
Transfer

AI-42349

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHR STRUC R&M SRV	413	ELEC SURVEILLANCE & SECURITY	$100.00
			TOTAL	$100.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-42389 **2013 Intradept. (line item)Transfers 2. U.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:36 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Norma Ceballos Started On: 12/16/2013 03:20 PM

Final Approval Date: 12/17/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: December 16, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
672	Pct #3 Sanitation - Equip. & Veh. R&M Supplies	679	Pct #3 Sanitation - Other R&M Supplies	$ 1,100.00
			TOTAL	**$ 1,100.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42344 **2013 Intradept. (line item)Transfers 2. V.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013- Pct # 4 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

672 --> 613 $90.00

Funds available as of 12/13/13

Attachments

San LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 02:09 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Veronica Lopez Started On: 12/13/2013 01:16 PM

Final Approval Date: 12/17/2013

DATE: December 19, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
SANITATION

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

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

2013
Intradepartmental Transfer

AI- 42344

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
672	Pct 4 San- Equip & Veh R&M Suppl	613	Pct 4 San- Safety Supplies	$90.00
			TOTAL	$90.00

REASON:
Transfer needed to Pct. 4 Sanitation expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42347 **2013 Intradept. (line item)Transfers 2. W.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Rd Maint (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/13/13.

442 --> 432 $500.00
442 --> 631 $150.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 02:49 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Veronica Lopez Started On: 12/13/2013 01:40 PM

Final Approval Date: 12/17/2013

DATE: December 19, 2013

DEPARTMENT HEAD: Joseph Palacios

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

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

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

2013
Intradepartmental Transfer

AI- 42347

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
442	Pct4 Rd Maint- Equip & Vehicle Rentals	432	Pct4 Rd Maint- Equip & Veh R&M Srv	$500.00
442	Pct4 Rd Maint- Equip & Vehicle Rentals	631	Pct4 Rd Maint- Bottled Water	$150.00
			TOTAL	**$650.00**

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

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42393 **2013 Intradept. (line item)Transfers 2. X.**

CC CONSENT

Meeting Date: 12/20/2013

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 12/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 04:03 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Roxanne De La Cruz Started On: 12/16/2013 03:58 PM

Final Approval Date: 12/17/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 16, 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
432	EQUIP&VEH R&M	601	OFFICE & COMP SUPPLIES	$563.48
550	PRINTING & BINDING	601	OFFICE & COMP SUPPLIES	$5.90
584	REGISTRATION	601	OFFICE & COMP SUPPLIES	$185.00
631	BOTTLED WATER	601	OFFICE & COMP SUPPLIES	$58.25
672	EQ&VEH R&M SUPPLIES	601	OFFICE & COMP SUPPLIES	$186.31
			TOTAL	**$ 998.94**

REASON: Transferring money to purchase office supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

12 / 16 /2013
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-42394 **2013 Intradept. (line item)Transfers 2. Y.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2013 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-461-00-380-001-1-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/16/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 04:05 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Nora Linda Cruz Started On: 12/16/2013 03:59 PM

Final Approval Date: 12/17/2013

DATE: December 16, 2013

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS A&M AGRILIFE EXTENSION

ACCOUNT NUMBER: 3-1100-461-00-380-001-0

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
630	Food	601	Office & Computer Supplies	200.00
720	Buildings	607	Household & Janitorial Supplies	$889.33
748	Other Equipment	607	Household & Janitorial Supplies	500.00
748	Other Equipment	601	Office & Computer Supplies	$150.00
550	Printing & Binding	631	Bottled Water	50.00
442	Equipment & Veh Rental	601	Office & Computer Supplies	$1,300.00
			TOTAL	3,089.33

REASON: **To properly classify expenditures for kitchen project and much needed office supplies due to having a very small operating budget for year 2014 we would like to purchase as much as we can for office use.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42226 **2013 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm-Contingency to various accounts to fund end of the year expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

Funds available pending CC approval of G/F Salary Sweep (AI #42203, CC 12/20/13).

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 01:55 PM
Glinda Pacheco	Glinda Pacheco	12/11/2013 03:22 PM
Budget & Management	Debbie Tamez	12/13/2013 04:51 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 11:58 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Patricia Ramos Started On: 12/11/2013

Final Approval Date: 12/17/2013

DATE: December 11, 2013

DEPARTMENT HEAD: Sergio Cruz

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

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

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

2013
Transfer
AI-42226

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	(265,360.78)
TO			
3-1100-423-60-330-002-0- 590	JUV PROB-	ROOM & BOARD	50,146.68
3-1100-412-00-080-002-0- 856	CRIM DA-	BANK FEES	491.06
3-1100-412-00-090-001-0- 856	DIST CLERK-	BANK FEES	3,268.21
3-1100-415-15-140-001-0- 856	TAX OFF-	BANK FEES	26,349.44
3-1100-415-16-150-001-0- 856	CO TREASURER-	BANK FEES	31,473.60
3-1100-415-40-180-001-0- 856	CO CLERK-	BANK FEES	5,398.80
3-1100-421-00-280-001-0- 856	SHERIFF-	BANK FEES	5,768.74
3-1100-463-00-250-001-0- 856	URBAN COUNTY-	BANK FEES	989.47
3-1100-432-00-121-001-0- 350	PCT1 SANITATION-	OTHER SERVICES	293.25
3-1100-432-00-121-001-0- 626	PCT1 SANITATION-	GASOLINE/DIESEL	18,000.00
3-1100-423-00-320-001-0- 622	ADULT PROB-	ELECTRICITY	4,000.00
3-1100-423-32-330-001-0- 622	JUV DET HM-	ELECTRICITY	43,832.10
3-1100-423-21-280-002-0- 622	JAIL-	ELECTRICITY	19,194.35
3-1100-441-00-340-003-0- 622	HEALTH CLINICS-	ELECTRICITY	19,119.38
3-1100-452-00-122-008-0- 622	PCT2 PARKS-	ELECTRICITY	4,742.01
3-1100-444-00-125-015-0- 622	EASTER SEALS RGV-	ELECTRICITY	3,751.43
3-1100-452-00-121-013-0- 622	PCT1 PARKS-	ELECTRICITY	1,221.61
3-1100-466-00-121-050-0- 622	PCT1 CRC-	ELECTRICITY	626.17
3-1100-432-00-121-001-0- 622	PCT1 SANITATION-	ELECTRICITY	380.34
3-1100-432-00-124-001-0- 622	PCT4 SANITATION-	ELECTRICITY	74.14
3-1100-412-00-045-001-0- 531	AUXILIARY CRT-	TELEPHONE	40.00
3-1100-412-00-005-001-0- 531	275TH DC-	TELEPHONE	40.00
3-1100-412-00-090-001-0- 531	DIST CLERK-	TELEPHONE	640.00
3-1100-412-30-085-003-0- 531	PUBLIC DEFENDER-	TELEPHONE	340.00
3-1100-415-14-115-001-0- 531	DBM-BUDGET DIV-	TELEPHONE	1,200.00
3-1100-415-16-150-001-0- 531	CO TREASURER-	TELEPHONE	480.00
3-1100-415-50-190-002-0- 531	HUMAN RESOURCES-	TELEPHONE	150.00
3-1100-419-50-125-003-0- 531	SAFETY-	TELEPHONE	600.00
3-1100-423-32-330-001-0- 531	JUV DET HM-	TELEPHONE	450.00
3-1100-432-00-123-001-0- 531	PCT3 SANITATION-	TELEPHONE	550.00
3-1100-444-00-370-001-0- 531	VETERAN'S SRV-	TELEPHONE	625.00
3-1100-452-00-122-008-0- 531	PCT2 PARKS-	TELEPHONE	725.00
3-1100-466-00-121-050-0- 531	PCT1 CRC-	TELEPHONE	400.00
3-1100-421-00-080-003-0- 344	AUTOPSIES-	AUTOPSY SERVICES	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)		$ (0.00)

REASON: To transfer monies to fund pending obligations.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-42033 **2013 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Alvaro Chuc Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Sheriff Dept (1100):
Approval of 2013 interdepartmental transfer from Sheriff Substation (program 038) to Sheriff (program 001) in the amount of $88.72.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-0XX-0-411

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

BUDGETARY IMPACT:

Funds available as of 12/2/2013.

Attachments

Transfer 12.2.13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/03/2013 11:33 AM
Manuel Chapa	Manuel Chapa	12/03/2013 03:27 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Obdett Calzada Started On: 12/02/2013 01:54 PM

Final Approval Date: 12/17/2013

DATE: December 17, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

AI- 42033

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff's Office

ACCOUNT NUMBER: 3-1100-421-00-280-0xx-0-41x

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-421-00-280-038-0- 411	Sheriff Substation- Water/Sewerage	(88.72)
TO		
3-1100-421-00-280-001-0- 411	Sheriff- Water/Sewerage	88.72
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transferring available balance from program 038 to 001 in order to close program 038.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-42171 **2013 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 TxDot (1315): Approval of 2013 interfund transfer from Certificate of Obligations 2004 (Fund 1334, Program#021) to TXDOT- "I" Road (Fund 1315, program#016) Road Project in the amount of $ 4,000.00 to fund legal services as needed for the project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XX1-0X-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding Available as of 12/9/2013

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/09/2013 02:03 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Carlos Jasso Started On: 12/09/2013 11:24 AM

Final Approval Date: 12/17/2013

DATE: December 9, 2013

DEPARTMENT HEAD: Raul Silguero

2013
Interfund Transfer

AI-42171

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 3-13XX-XX1-00-XXX-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
3-1334-431-00-122-021-0	719	CO2004-Pct. 2	Land	(4,000.00)
3-1334-491-01-000-315-0	891	Transfers out	TxDot projects	4,000.00
TO:				
3-1315-391-01-000-334-0	000	Transfers In	Certificate of Obligations, 2004	4,000.00
3-1315-431-00-122-016-0	711	TxDot "I" Road	ROW	4,000.00
TOTAL BUDGET INCREASE (DECREASE)				-

REASON: To cover anticipated expenditures

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-42205 **2013 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #3

Information

CAPTION

Pct. No.3 -BCAP (1312):
Approval of 2013 interdepartmental transfer from program (234) Dude Hill #1 Subdivision to program (606)Regal Estates in the amount of $9,567.22 in order to fund change order #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-123-XXX-0-733

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

BUDGETARY IMPACT:

Funds available as of 12/11/13.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 01:19 PM
Glinda Pacheco	Glinda Pacheco	12/11/2013 03:47 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Norma Ceballos Started On: 12/10/2013 12:20 PM

Final Approval Date: 12/17/2013

DATE: December 19, 2013

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

DEPARTMENT NAME: Pct. No. 3 -BCAP (1312)

ACCOUNT NUMBER: 3-1312-431-00-123-234-0-733

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

Contact: Norma Ceballos
Ph#: ext 3007

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:		
3-1312-431-00-123-234-0-733	Dude Hill #1 - Drainage Ditches & Structures	(9,567.22)
3-1312-334-30-123-234-0-000	PCT.3 BCAP III-DUDE HILL #1 REVENUE	(9,567.22)
To:		
3-1312-431-00-123-606-0-733	Regal Estates - Drainage Ditches	$9,567.22
3-1312-334-30-123-606-0-000	PCT3 BCAP III-REGAL ESTATES SUB DIVISION	$9,567.22
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover change order #1

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42031 **2014 Interdepartmental Transfers 4. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Damaris San Miguel Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100): Approval of 2014 interdepartmental transfer for Various Departments for corrections to the 2014 Adopted Budget as well as various adjustments requested by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-4XX-XX-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 09:31 AM
Ivan Cantu	Ivan Cantu	12/13/2013 02:14 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Merlen P. Munoz Started On: 12/02/2013 11:23 AM

Final Approval Date: 12/17/2013

DATE: January 1, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt

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

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 Ext. 5403

2014
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					
4-1100-412-00-001-001-0	890	92ND DC	-	OTHER	(303.21)
4-1100-412-00-003-001-0	890	139TH DC	-	OTHER	(410.35)
4-1100-412-00-004-001-0	890	206TH DC	-	OTHER	(688.74)
4-1100-412-00-005-001-0	890	275TH DC	-	OTHER	(649.31)
4-1100-412-00-006-001-0	890	332ND DC	-	OTHER	(705.96)
4-1100-412-00-008-001-0	890	389TH DC	-	OTHER	(1,560.53)
4-1100-412-00-009-001-0	890	398TH DC	-	OTHER	(1,456.95)
4-1100-412-00-010-001-0	890	430TH DC	-	OTHER	(196.95)
4-1100-412-00-021-001-0	890	CCL#1	-	OTHER	(27.86)
4-1100-412-00-022-001-0	890	CCL#2	-	OTHER	(108.25)
4-1100-412-00-023-001-0	890	PROBATE CRT	-	OTHER	(74.59)
4-1100-412-00-025-001-0	890	CCL#5	-	OTHER	(318.54)
4-1100-412-00-026-001-0	890	CCL#6	-	OTHER	(292.40)
4-1100-412-00-028-001-0	890	CCL#8	-	OTHER	(294,423.84)
4-1100-412-00-065-001-0	529	JP PCT 3/PL 1	-	SURETY & NOTARY BONDS	(85.94)
4-1100-412-00-065-001-0	531	JP PCT 3/PL 1	-	TELEPHONE	(275.25)
4-1100-412-00-065-001-0	535	JP PCT 3/PL 1	-	POSTAGE	(244.90)
4-1100-412-00-065-001-0	631	JP PCT 3/PL 1	-	BOTTLED WATER	(13.95)
4-1100-415-00-200-002-0	531	IT COUNTYWIDE	-	TELEPHONE	(56,260.00)
4-1100-423-32-330-001-0	622	JUV DET HM	-	ELECTRICITY	(19,990.00)
4-1100-432-00-123-001-0	622	PCT3 SANITATION	-	ELECTRICITY	(906.72)
4-1100-451-32-125-021-0	843	HISTORICAL MUSEUM	-	AID TO NONGOVT AGENCY	(90,000.00)
4-1100-451-32-125-022-0	843	DONNA MUSEUM	-	AID TO NONGOVT AGENCY	(10,000.00)
4-1100-451-32-125-033-0	843	MISSION MUSEUM	-	AID TO NONGOVT AGENCY	(10,000.00)
4-1100-452-00-123-008-0	622	PCT3 PARKS	-	ELECTRICITY	(8,719.87)
4-1100-415-00-115-002-0	626	CO WIDE ADM	-	GASOLINE/DIESEL	(1,107,619.06)
4-1100-419-00-125-007-0	810	LRGVDC	-	DUES & MEMBERSHIPS	(44,000.00)
4-1100-419-00-125-008-0	810	TAC	-	DUES & MEMBERSHIPS	(2,500.00)
4-1100-415-15-140-002-0	350	TAX OFF LOCK BOX SRV	-	OTHER SERVICES	(38,800.00)
TO					
4-1100-412-00-002-001-0	890	93RD DC	-	OTHER	15.02
4-1100-412-00-007-001-0	890	370TH DC	-	OTHER	3.54
4-1100-412-00-011-001-0	890	449TH DC	-	OTHER	34.53
4-1100-412-00-027-001-0	890	CCL#7	-	OTHER	154.04
4-1100-412-00-065-001-0	442	JP PCT 3/PL 1	-	EQUIP & VEHICLE RENTALS	2,117.39
4-1100-412-00-065-001-0	550	JP PCT 3/PL 1	-	PRINTING & BINDING	920.60
4-1100-412-00-065-001-0	581	JP PCT 3/PL 1	-	TRAVEL IN COUNTY	552.36

4-1100-412-00-065-001-0	583	JP PCT 3/PL 1	-	TRAVEL OUT OF COUNTY	1,841.21
4-1100-412-00-065-001-0	584	JP PCT 3/PL 1	-	REGISTRATION FEES	460.30
4-1100-412-00-065-001-0	601	JP PCT 3/PL 1	-	OFFICE & COMPUTER SUPPLIES	483.32
4-1100-412-00-065-001-0	640	JP PCT 3/PL 1	-	REFERENCE MATERIALS	115.08
4-1100-412-00-065-001-0	661	JP PCT 3/PL 1	-	MINOR OFFICE FURN & EQUIP	460.30
4-1100-412-00-065-001-0	810	JP PCT 3/PL 1	-	DUES & MEMBERSHIPS	92.06
4-1100-412-00-065-001-0	831	JP PCT 3/PL 1	-	COURT COSTS & INVEST	92.06
4-1100-412-30-115-016-0	333	PUBLIC DEFENSE	-	LEGAL SERVICES	30,000.26
4-1100-421-00-280-001-0	622	SHERIFF	-	ELECTRICITY	27,445.46
4-1100-421-00-280-001-0	626	SHERIFF	-	GASOLINE/DIESEL	1,021,961.83
4-1100-423-32-330-001-0	626	JUV DET HM	-	GASOLINE/DIESEL	2,154.71
4-1100-432-00-122-001-0	622	PCT2 SANITATION	-	ELECTRICITY	1,719.33
4-1100-432-00-122-001-0	626	PCT2 SANITATION	-	GASOLINE/DIESEL	73,876.56
4-1100-432-00-123-001-0	531	PCT3 SANITATION	-	TELEPHONE	90.19
4-1100-432-00-123-001-0	626	PCT3 SANITATION	-	GASOLINE/DIESEL	7,934.74
4-1100-441-00-340-001-0	531	HEALTH ADM	-	TELEPHONE	2,925.83
4-1100-441-00-340-001-0	626	HEALTH ADM	-	GASOLINE/DIESEL	1,691.22
4-1100-441-00-340-003-0	531	HEALTH CLINICS	-	TELEPHONE	3,256.44
4-1100-452-00-123-008-0	531	PCT3 PARKS	-	TELEPHONE	86.81
4-1100-415-00-115-002-0	531	CO WIDE ADM	-	TELEPHONE	50,175.97
4-1100-415-00-115-002-0	622	CO WIDE ADM	-	ELECTRICITY	451.80
4-1100-415-00-115-002-0	899	CO WIDE ADM	-	CONTINGENCY	374,220.21
4-1100-413-30-125-004-0	810	CO COMM	-	DUES & MEMBERSHIPS	44,000.00
4-1100-413-30-125-004-0	810	CO COMM	-	DUES & MEMBERSHIPS	2,500.00
4-1100-415-15-140-001-0	350	TAX OFFICE	-	OTHER SERVICES	38,800.00
				TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Corrections to 2014 Adopted Budget as well as various adjustments requested by the County Auditor

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____

DATE

ATTEST, COUNTY CLERK

AI-42165 **2014 Interdepartmental Transfers 4. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Pct. 3 Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct.#3 Landfill (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct #3 Landfill in the amount of $10,621.63

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:
2014 Adopted Budget - $155,971.53.

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Manuel Chapa	Manuel Chapa	12/06/2013 05:16 PM
Obdett Calzada	Obdett Calzada	12/13/2013 04:09 PM
Budget & Management	Debbie Tamez	12/13/2013 04:30 PM
Sylvia Solis	Sylvia Solis	12/16/2013 08:32 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Patricia Ramos Started On: 12/06/2013

Final Approval Date: 12/17/2013

DATE: December 20, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct# 3 - Penitas Landfill

ACCOUNT NUMBER: 4-1100-432-00-123-001-0-441

CONTACT PERSON: Manuel Chapa **PHONE:** (956) 292-7025 Ext. 5412

2014
Transfer
AI-42165

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		
4-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(10,621.63)
TO		
4-1100-432-00-123-001-0- 441	PCT3 SANITATION-LAND & BLDG RENTALS	10,621.63
TOTAL BUDGET INCREASE (DECREASE)		$ -

REASON: **To transfer monies to fund Pct# 3 Penitas Landfill remaining funding for 2014 - AI# 42141**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-42222 **Planning Department 5. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 12-20-13

Pct 2 & 4 Cert Plat & Utility Status 12-20-13

Pct 2 & 4 Water Service Availability 12-20-13

Pct 3 Cert Plat & Utility Status 12-20-13

1

2

3

4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 10:58 AM
Glinda Pacheco	Glinda Pacheco	12/11/2013 01:58 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Irma Castillo Started On: 12/11/2013 10:22 AM

Final Approval Date: 12/17/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DEYANIRA RODRIGUEZ	1-10709
2.	ENRIQUE GARCIA/ C.O NICOLAS SEGURA	1-10727
	COMM. COURT: DECEMBER 20, 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: 1-10709

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: DEYANIRA RODRIGUEZ

Address: P.O BOX. 4040

EDCOUCH TX 78538

Phone: (956) 314 20 15

Water Supplier: NORTH ALAMO

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

Account/ESI No.: 279291-001

[ ] Temporary Pole [✓] Permanent Service
Mobile Home

regarding the land described as: Monte Alto Heights Lot 412,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/24/02);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10709

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: DEYANIRA RODRIGUEZ

Address: PO BOX 4040

EDCOUCH TX. 78538

Phone: (956) 3142015

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

Monte Alto Heights lot # 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Deyanira Rodriguez
Requesting Party (Signature)

12-3-2013
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:

12/11/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10709
Dec. 3, 2013

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

M5757-00-000-0012-00

[1] OWNER: GALVAN, RAMON S & LYDIA
RR 1 BOX 195A

EDCOUCH TX 78538-9887
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 256 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
MONTE ALTO HEIGHTS LOT 12

LOCATION: 0 FM 88 & LAS NUBES DR.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

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

Prepared by — Date: 12/3/13

Jonathan Isidro
Approved by — Date: 12/2/13

Signature of Owner or Applicant — Date: 12-3-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
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.

1262611

WARRANTY DEED WITH VENDOR'S LIEN

Date: April 21, 2003

Grantor: HECTOR GUERRA

Grantor's Mailing Address:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577
Hidalgo County

Grantee: RAMON S. GALVAN AND SPOUSE, LYDIA GALVAN

Grantee's Mailing Address:

RAMON S. GALVAN AND SPOUSE, LYDIA GALVAN
Rt 1 Box 195 A
Edcouch, Texas 78538
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of THIRTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($13,900.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to ROSALINDA GUAJARDO, Trustee

Property (including any improvements):

Lot (12), MONTE ALTO HEIGHTS, an Addition to the City of Monte Alto, Hidalgo County, Texas, according to the map thereof recorded in Volume 40, Pages 89-91, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Standby fees, taxes and assessments by any taxing authority for the year 2002 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessements for prior years because of an exemption granted to a previous owner of the property under

Section 11.13, Texas Tax Code, or because of improvements not assessed for previous tax year.

Liens and leases that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage.

Reservation of right to occupy and use all roads, highways, lot and block property lines for the purpose of constructing, operating, and maintaining canals, laterals, drains, and drainage ways, pipelines, poles, and lines of wire for telegraph and telephone, and pipe lines for the conveyance of water, oil, gas, heat, light, power, and for electric and steam railroad, and sewer purposes, as shown on plat recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.

Right-of-Way Easement granted by Charles Boatman to Hidalgo Company Water Control and Improvement District No. 1, by instrument dated March 30, 1948, recorded in Volume 639, Page 441, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted by W.H. Shook to Hidalgo County Water Control and Improvement District No. 1, by instrument dated April 20, 1939, recorded in Volume 458, Page 137, Deed Records of Hidalgo County, Texas.

Road Easement along the East and South sides of subject property as shown on plat recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.

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

All visible easements.

Mineral Reservations as contained in Deed dated September 26, 1944, recorded in Volume 641, Page 410, Deed Records of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

To the extent they validly exist:

1. A lien securing a promissory note in the original principal amount of TWO HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS ($224,000.00), described in and secured by a deed of trust recorded in County Clerk File No. 1034032, of the Official Records of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing the note.

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.

HECTOR GUERRA

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on April 21, 2003 by HECTOR GUERRA.

DENISE GUERRA
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-02-2006

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

RAMON S. & LYDIA GALVAN
Rt 1 Box 195 A
Edcouch, Texas 78538

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

On: Nov 04,2003 at 11:43A

As a Recording

Document Number: 1262611
Total Fees : 18.00

Receipt Number - 540114
By,
Anna Maria Muniz, Deputy

AFFIDAVIT

STATE OF TEXAS $
$
COUNTY OF HIDALGO $

I, RAMON GALVAN, with this affidavit acknowledge that DEYANDIRA RODRIGUEZ, has full authority to apply for a development application at this property located at MONTE ALTO HEIGHTS LOT 12 IN LAS NUBES RD. town of Monte Alto Texas and to submit this application with the Hidalgo County Planning Department. With this affidavit, I am indemnifying Hidalgo County and its employees should any negative consequences take place as a result of my authorization allow DEYANIRA RODRIGUEZ to apply for a permit with Hidalgo County.

SWORN TO AND SUBSCRIBED before me the undersigned authority on this 3rd day of December 2013.

RAMON GALVAN

Notary Public, State of Texas

MARY LOU DUQUE
My Commission Expires
June 6, 2016

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: 1-10727

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Enrique Garcia c/o Nicolas Segura

Address: 2606 Alondra Dr. Weslaco, Tx 78599

Phone: (956) 373-4795

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

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Eagle's Nest Est. Unit 1 Lot 6 Blk 2.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9/17/96);

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

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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10727

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: Enrique Garcia / e.o

Name: Nicolas Segura

Address: 2606 Monroe Dr.

Weslaco, Tx 78599

Phone: (956) 373-4795

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

Eagles Nest Est. Un # 1 lot 4 Blk # 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 11-21-13 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:

12/11/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10727
Dec. 10, 2013

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

E0155-01-002-0006-00

[1] OWNER: GARCIA, ENRIQUE
C/O NICOLAS SEGURA
2606 ALONDRA DR.
WESLACO TX 78599-1032
Telephone No. 373-4795

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,000 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLE'S NEST ESTATES UT 1 LOT
6 BLK 2
X-25

LOCATION: 0 6 1/2 W. & 10 N.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $75,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 15' SIDE 6' CORNERSIDE 15'

Prepared by — 12-10-13 Date

Approved by — 12-3-13 Date

X _____ Signature of Owner or Applicant — 12-10-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0150C Pct: 1

Community No.: 480234

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.

858853

WARRANTY DEED WITH VENDOR'S LIEN

DATE: January 18, 2000

GRANTORS: **Tony Barbosa and Lidia Barbosa**

GRANTORS' MAILING ADDRESS (including County): **2602 Sugarcane Road, Weslaco, Hidalgo County, Texas 78596**

GRANTEE: **Enrique Garcia**

GRANTEE'S SOCIAL SECURITY NUMBERS: **639-03-9376**

GRANTEE'S MAILING ADDRESS (including County): **PO Box 1032, Weslaco, Hidalgo County, Texas 78599**

CONSIDERATION: Ten and 00/100ths Dollars ($10.00) and other valuable consideration paid by Grantees to Grantors the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twelve Thousand Seven Hundred and 00/100THS ($12,700.00) Dollars and is executed by Grantees, payable to the order of Grantors. It is further secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantees to Baldemar Cano, Jr., Trustee.

PROPERTY (Including Any Improvement):

Lot Six (6), Block Two (2), Eagle's Nest Estates Subdivision, Phase I, Farm Tract 212 block 180, Lot 11 of the West and Adams tract Subdivision, recorded in Volume 31, Page 136 of the Map and Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. SUBJECT TO all mineral reservations, if any, of record;
2. SUBJECT TO oil and gas leases, if any, of record;
3. SUBJECT TO easements and building restrictions and conditions, if any, of record;

4. SUBJECT TO all easements, rules, regulations and rights in favor of a water improvement district, if any, of record;

5. SUBJECT TO all visible easements, if any;

6. SUBJECT TO the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property;

7. SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property;

8. No mineral rights are being conveyed;

A. Purchaser must secure a building permit from the County of Hidalgo, before construction commences.

B. All lots are to be used only for Single Residential purposes. Only a one (1) family residence may Be built on the lot. No home/structure/building may be moved onto a lot.

C. No lot, street, drainage ditch or easement may be used as a parking lot for cars, eighteen wheelers, boats or any other type of vehicle either temporarily or permanently.

D. No lot may be subdivided to create smaller lots.

E. Only a single family residence may be built on the lot. Each home must have a minimum of nine hundred (900') square feet of living area. The living area does not include the garage, carport, stoop, porch, laundry facility or storage room.

F. All homes must be built of new materials consisting of block, brick, wood or a combination thereof.

G. Block and frame homes must have the exterior walls painted, prior to occupancy. All exterior openings to each home must be sealed with doors, windows, or proper equipment prior to occupancy. Homes must be completed on the exterior, prior to occupancy.

H. Foundations of concrete slabs or wood must be installed prior to occupancy. All foundations must be in compliance with the rules and regulations of the County of Hidalgo.

I. Each home must have at least one (1) bathroom facility, completely installed and working, prior to occupancy.

J. Home must have raised roofs. Homes with Flat roofs are not permitted.

K. Any home or part thereof, including, but not limited to, a porch, garage, or carport must be placed at least twenty-five (25') feet from the front lot line, at least ten (10') feet from both sides lot lines, and at least twenty (20') feet from the back lot line.

Tony Barbosa

Lidia Barbosa

STATE OF TEXAS §
COUNTY OF HIDALGO § (ACKNOWLEDGMENT)

This instrument was acknowledged before me by Tony Barbosa on this 25th day of February, 2000.

Notary Public – Hidalgo County, State of Texas
Commission Expires: September 11, 2001
Full Printed Name of Notary: Belinda C. Mendoza

BELINDA C MENDOZA
Notary Public, State of Texas
My Commission Expires
09-11-01

STATE OF TEXAS §
COUNTY OF HIDALGO § (ACKNOWLEDGMENT)

This instrument was acknowledged before me by Lidia Barbosa on this 25th day of February, 2000.

Notary Public – Hidalgo County, State of Texas
Commission Expires: September 11, 2001
Full Printed Name of Notary: Belinda C. Mendoza

BELINDA C MENDOZA
Notary Public, State of Texas
My Commission Expires
09-11-01

AFTER FILING RETURN TO:
Tony & Lidia Barbosa
c/o Baldemar Cano, Jr.
217 South Cage
Pharr, Texas 78577

PREPARED IN THE LAW OFFICE OF:
Baldemar Cano, Jr.
Attorney At Law
217 South Cage
Pharr, Texas 78577
(956) 787-8523

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Stephanie Renteria	4-12664
2.	Martin Flores	4-12941
3.	Ruben Salinas	4-12884
	COMM. COURT: December 20, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 4-12664

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:		49640
	Date Approved:	/ /	12/14/13

Name: Stephanie Renteria

Address: 123 Easy St
San Juan, TX 78589

Phone: 956-821-3313

Water Supplier: NAWS

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

Account/ESI No.: 279413-001

[ ] Temporary Pole [V] Permanent Service

regarding the land described as:
Falcons Crest Gardens, Lot #2,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-19-04);

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

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

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

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

Maria Cantu

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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: 4-12664

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: Stephanie Renteria

Address: 123 Easy St
San Juan TX 78589

Phone: 956-821-3313

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

Falcon's Crest Gardens, Lot #2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 12-4-13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__X__ 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:

12/04/13
Date

County Official

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

WARRANTY DEED

Date: **November 30, 2012**

Grantor: **GILBERTO RENTERIA, III, as his sole and separate property and estate**

Grantor's Mailing Address:

P.O. Box 4129
Mission, Texas 78573
Hidalgo, County

Grantee: **STEPHANIE LYNN RENTERIA, as her sole and separate property and estate**

Grantee's Mailing Address:

5317 Ginko Dr.
Edinburg, Texas 78542
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including improvements):

All of Lot 2, FALCON'S CREST GARDENS SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 46, Page 92-94, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictive covenants dated October 8, 2010, filed October 14, 2010 under Document Number 2146428, Official Records and Volume 46, Pages 92-94, 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 covenants (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. **Annual maintenance charge and/or current assessments as set forth in instrument dated October 8, 2010, filed October 14, 2010, under Document Number 2146428, Official Records, Hidalgo County, Texas.**
3. **Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1 and easements and restrictions as shown on the recorded map of the above described subdivision.**
4. **Minimum floor elevations, setback lines, utility easements and restrictions as shown on the amended map of FALCON'S CREST GARDENS SUBDIVISION, recorded in Volume 46, Pages 92-94, Map Records of Hidalgo County, Texas.**
5. **Right of way easement in favor of North Alamo Water Supply Corporation, as shown by instrument dated October 2, 1990, recorded in Volume 299, Page 11, 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 March 10, 1958, recorded in Volume 913, Page 60 and Volume 943, Page 82, both in the Deed Records and dated June 26, 2003, filed July 10, 2003, under Document Number 1219725 and dated November 5, 2003, filed November 6, 2003 under Document Number 1263763, Official Records of Hidalgo County, Texas.**
7. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease in favor of Yuma Petroleum Company, dated May 9, 1985, recorded in Volume 2174, Page 932; dated April 11, 1985, recorded in Volume 2175, Page 152; dated September 5, 1985, recorded in Volume 2238, Page 990 and dated September 5, 1985, recorded in Volume 2239, Page 7, all in the Official Records of Hidalgo County, Texas.**
8. **Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years.**

Grantor, for the Consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to 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 context requires, singular nouns and pronouns include the plural.

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

GILBERTO RENTERIA, III

(Acknowledgment)

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of November, 2012, by **GILBERTO RENTERIA, III.**

ESTELLA G. LOPEZ
Notary Public, State of Texas
My Commission Expires
February 25, 2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

STEPHANIE LYNN RENTERIA
5317 Ginko Dr.
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:

LAWRENCE ESPARZA
3525 W. Freddy Gonzalez, Ste. C
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12664
Aug. 12, 2013

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

F1552-00-000-0002-00

[1] OWNER: RENTERIA, STEPHANIE LYNN

5317 GINHO DR.
EDINBURG, TX. 78542
Telephone No. 393-8709

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,727 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FALNCON'S CREST GARDENS LOT 2

LOCATION: 0 ALAMO & RICHARDSON

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[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 & SETBACKS
FRONT 25' SIDE'S 6' REAR 36'

Raul. Castello — Prepared by — 8/12/13 Date

Rudy Rios — Approved by — 8/12/13 Date

Signature of Owner or Applicant — 08/12/13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0035 P 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.

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County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 4-12941

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
			Chando Ramos
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Sewer System
	Date Approved:	/ /	12 19 13

Name: Martin Flores

Address: 1016 E. Goodwin Rd Apt. #3, Palmview Tx. 78574

Phone: 956-897-75-76

Water Supplier: N.A.W.S.C

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

Account/ESI No.: ~~x~~

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Nogales Ph 1 Lot #50

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 10/16/01);

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 _____);

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 Chando Ramos);

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 Chando Ramos);

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
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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: 4-12941

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

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

PARTY MAKING REQUEST:

Name: Martin Flores

Address: 1016 E. Goodwin Rd.
Palmview Tx. 78574

Phone: 956- 897-75-76

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

Las Nogales Ph 1 Lot #50

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)

12-9-13
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:

12/09/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12941
Dec. 9, 2013

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

L6306-01-000-0050-00

[1] OWNER: FLORES, MARTIN & YSABEL

1016 E. GOODWIN RD.
PALMVIEW, TX. 78574
Telephone No. 897-7576

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: ~~LAJ~~

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

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

[6] USE OF BUILDING: RESIDENTIAL-MOBILE-HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOGALES PH 1 LOT 50

LOCATION: 0 KEYNON &17 1/2

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,500

[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-60' SIDES-6'

Prepared by — Date: 12-9-13

Approved by — Date: 12-9-13

X _____ Signature of Owner or Applicant — Date: X 12-9-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 480354 Pct: 4
Panel No. /Suffix:_____

Community No.: 0325-D

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

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

[NOTICE]

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

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

151 - WARRANTY DEED (WITH VENDOR'S LIEN)

TEXAS STANDARD FORM

The State of Texas, } Know All Men by These Presents:
County of Hidalgo }

That We, Nicolas Sanchez, and wife Adriana Sanchez 2438206

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

of the sum of Ten and no/100ths -------($10.00)-------- Dollars and other good and valuable consideration; DOLLARS to us paid, and secured to be paid, by MARTIN FLORES et ux, YSABEL FLORES, the receipt of which is hereby acknowledged, and the additional ~~xxxxxx~~ consideration in the execution by said Grantees of a Vendor's Lien promissory note in the principal sum of $20,000.00 bearing interest at the rate of eight (8%) per cent per annum and payable as per the terms of said note secured by the Vendor's lien herein reserved and additionally by a Deed of Trust to J. Eric Pena, Trustee, reference made for all purposes;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Martin Flores and wife, Ysabel Flores whose mailing address is 706 W. Owassa, Edinburg, of the County of Hidalgo State of Texas all that certain

tract or parcel of land situated in the County of Hidalgo, State of Texas, and described as follows:

Lot (50), LOS NOGALES SUBDIVISION PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 38, Pages 130, Map Records of Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Martin Flores and wife, Ysabel Flores, their heirs and assigns forever and do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Martin Flores and wife, Ysabel Flores, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hand s at Edinburg, Texas this 8th day of Aug. 2013

Witness at request of Grantor:

Nicolas Sanchez,
Adriana Sanchez

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF Hidalgo }

This instrument was acknowledged before me on the 8 day of August, 2013, by Nicolas Sanchez & Adriana Sanchez

My commission expires: 02-01-2017

L. ARON PENA
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES
02-01-2017

Notary Public, State of Texas
Notary's printed name:

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: 4-1288Y

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Ruben Salinas

Address: calle del 113 Jardin st San Juan TX 78589

Phone: 956-460-1108

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49639
Date Approved:	1 1	12/9/13

Water Supplier: NORTH ALAMO

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Kelly Est. Lot# 09,

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 05/00/05);

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

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 12/9/13 Ruben Salinas);

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 12/9/13 Ruben Salinas);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary 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.
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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: 4-12984

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: Ruben Salinas

Address: 113 Calle del Jardin
San Juan TX 78589

Phone: 956-460-1108

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

Kellye Estates lot #9

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 12/09/13

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:

12/11/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12884
Nov. 5, 2013

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

K2500-00-000-0009-00

[1] OWNER: SALINAS, RUBEN S. & PATRICIA

113 CALLE DEL JARDIN ST.
SAN JUAN, TX. 78589
Telephone No. 460-1108

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 2,543 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
KELLYE ESTATES LOT 9

LOCATION: 0 IOWA & ALAMO

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $130,000

[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" TOP OF STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

Flor Castillo — Prepared by — 11-5-13 — Date

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Rudy Rios — Approved by — 11-4-13 — Date

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

Community No.: 480334

Certification of Elevation
Required: ____YES ✓ NO ____BFE

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

Signature of Owner or Applicant — 11.5.13 — Date

[NOTICE]

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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-2451224

Charge to VLTC
GF#: 135669pg

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

WARRANTY DEED

Date: September 11, 2013

Grantor: FERNANDO TORRES AND WIFE, LYDIA G. TORRES

Grantor's Mailing Address: 812 E. Maurer St.
Pharr, Texas 78577

Grantee: RUBEN SALINAS SALINAS AND WIFE, PATRICIA SALINAS

Grantee's Mailing Address: 113 Calle del Jardin Street
San Juan, Texas 78589

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

Property (including any improvements): All of Lot 9, KELLYE ESTATES, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 47, Page 196, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

- Restrictive covenants as set forth in instrument dated August 27, 2004, filed August 30, 2004 under Document Number 1375680, Official Records and Volume 47, Page 196, Map Records of Hidalgo County, Texas.
- Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No.
- Minimum floor elevations, setback lines as follows: 25 foot front, 40 foot rear (20% of lot depth), and 6 foot sides. 5 foot utility easement along the front, 15 foot R.C.I.D.No.2 irrigation easement along the rear, utility easement along the West 15 feet of the East 30 feet, 4 foot sidewalk requirement, and restrictions as shown on the map of Kellye Estates, recorded in Volume 47, Page 196, Map Records of Hidalgo County, Texas and as shown on survey dated August 23, 2013, Job No.13-44325, prepared by Art Salinas, a registered professional land surveyor No.4802, of Art Salinas Engineering & Surveying.
- Right of way easement in favor of Hidalgo County as shown by instrument recorded in Volume 856, Page 159, Deed Records of Hidalgo County, Texas.
- Irrigation easement as shown by instrument recorded in Volume 1480, Page 506, Deed Records of Hidalgo County, Texas.
- Right of way easement in favor of Hidalgo County Drainage District No. 1 as shown by instrument recorded in Volume 2024, Page 792, Official Records of Hidalgo County, Texas.
- Mineral and/or royalty reservation contained in deeds recorded in Volume 1353, Page 860; Volume 1373, Page 825; Volume 1467, Page 430 and Volume 1643, Page 79, Deed Records of Hidalgo County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Olvea B. Bugg, as Lessor, and Hale Schuleben, as Lessee, dated October 8, 1968, recorded in Volume 319, Page 824, Oil and Gas Records of Hidalgo County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Jane Ellen Hinkle and husband, George Hinkle, as Lessor, and Stanson Lone Star Limited Partnership, as Lessee, dated July 29, 1999, filed September 20, 1999 under Document Number 808135, Official Records of Hidalgo County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Jane Ellen Hinkle and husband, George Hinkle to Mitchell Petroleum Services, Inc., dated March 16, 2004, filed July 13, 2004 under Document Number 1357284, Official Records of Hidalgo County, Texas.
- Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

- Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years, the payment of which Grantee assumes.

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

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

FERNANDO TORRES

LYDIA G. TORRES

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on September 25th, 2013 by FERNANDO TORRES.

PATRICIA GALINDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-22-2014

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on September 25th, 2013 by LYDIA G. TORRES.

PATRICIA GALINDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-22-2014

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
RUBEN SALINAS SALINAS &
PATRICIA SALINAS
113 Calle del Jardin Street
San Juan, Texas 78589

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 135069

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Ernesto Rodriguez Martinez	4-12939
	COMM. COURT: December 20, 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: 4-102439
12-09-13.

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

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

Upon the application of:

Name: Ernesto Rodriguez M

Address: 4217 Jennifers Dr.
Edinburg, Tx 78541

Phone: (956) 289-35-03

Water Supplier: N/A

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

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

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

lot #3 Calma Estates Subdivision

,

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

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

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

-OR-

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

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
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956-318-2840
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956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-12939
12-9-13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Ernesto Rodriguez M.,

Known to me [*or* proved to me in the oath of Ernesto Rodriguez M. *or* through Drive License (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Lot #3 Calma Estates Subdivision."

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

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

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

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

-OR-

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

Ernesto Rodriguez M. (Signature)

SUBSCRIBED AND SWORN TO before me on December 9th, 2013, to certify which, witnesses my hand and seal of office.

ROSA E. MARTINEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 08-28-2017

Rosa E Martinez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12939
Dec. 9, 2013

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

C0400-00-000-0003-00

[1] OWNER: RODRIGUEZ, ERNESTO & FELIPE ADAME
4217 JENNIFER DR.
EDINBURG, TX. 78541
Telephone No. 451-0089

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 1,700 Sq. Ft.

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

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

LOCATION: 0 WARE & MILE 8

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

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

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

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

Prepared by — Date: 12/09/13

Approved by — Date: 12/09/13

Signature of Owner or Applicant — Date: 12-9-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO 0290 F
Panel No. /Suffix: ____ Pct: 4
Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

SIERRA TITLE
CLOSER MW GF# 315722

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

General Warranty Deed

Date: **November 22, 2013**

Grantor: **JERRY G. CARRANZA and wife, OLGA S. CARRANZA**

Grantor's Mailing Address: **7105 N. 23rd St.**
McAllen, Texas 78504
Hidalgo County

Grantee: **ERNESTO RODRIGUEZ MARTINEZ and wife, FELIPE ADAME RODRIGUEZ**

Grantee's Mailing Address: **4217 Jennifers Dr.**
Edinburg, Texas 78541
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 3, CALMA ESTATES, Hidalgo County, Texas, according to Map thereof recorded in Volume 21, Page 43, of the Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

A 1.4 foot encroachment of a concrete drive on Lot 2, Calma Estates, Hidalgo County, Texas.

Restrictions recorded in Volume 1890, Page 928, Official Records of Hidalgo County, Texas, and as contained in Deed recorded in Volume 1611, Page 240, Deed Records Hidalgo County, Texas.

Water Service Agreement dated May 21, 1981 between Natalia Stockdale, Frank Plummer and wife, Kathleen Plummer and Sharyland Water Supply Corporation, recorded in Volume 1752, Page 113, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted by instrument dated April 5, 1982, recorded in Volume 1796, Page 915, Map Records of Hidalgo County, Texas.

Easements as show by instrument dated December 212, 1979, recorded in Volume 1630 page 570, deed records Hidalgo County, Texas.

A five foot (5') Utility and Irrigation Easement along the North side of subject property as shown on plat recorded in Volume 21, Page 43, Map Records of Hidalgo County, Texas.

A ten foot (10') Utility Easement along the South side of subject property as shown on plat recorded in Volume 21, Page 43, Map Records of Hidalgo County, Texas.

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

Easements, or claims of easements, which are not recorded in the public record.

All oil, gas and other minerals reserved in Deeds recorded in Volume 926,Page 4, and Volume 1611, Page 240, Deed Records, Hidalgo County, Texas.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

All ad valorem taxes for the year 2014 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 (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (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, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

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

JERRY G. CARRANZA

OLGA S. CARRANZA

ACCEPTED BY:

Ernesto Rodriguez Martinez
ERNESTO RODRIGUEZ MARTINEZ

Felipe Adame Rodriguez
FELIPE ADAME RODRIGUEZ

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 22nd day of November, 2013, by **JERRY G. CARRANZA.**

ROQUE GUERRERO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2015

Notary Public, State of Texas

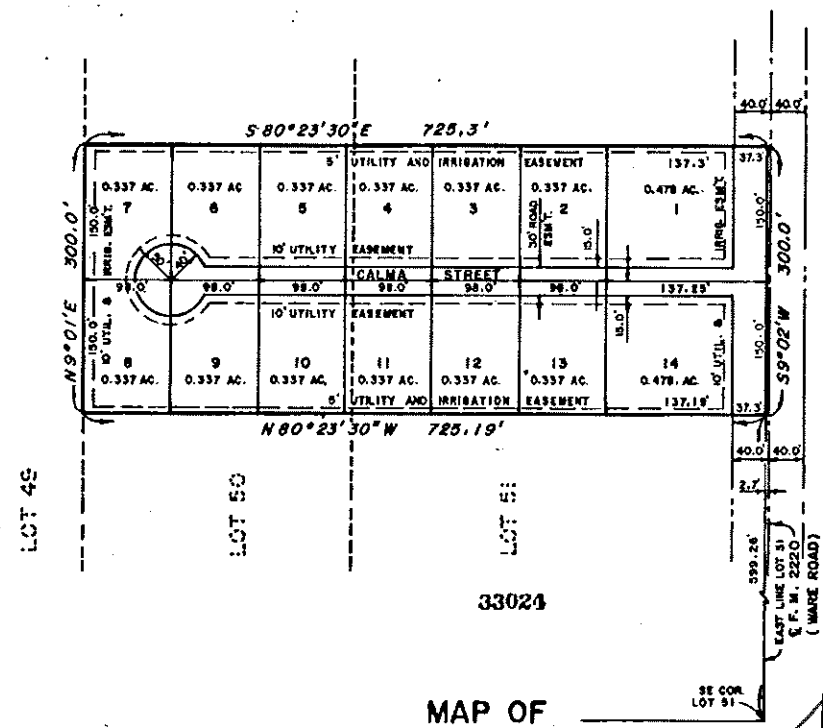
(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 22nd day of November, 2013, by **OLGA S. CARRANZA.**

ROQUE GUERRERO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2015

Notary Public, State of Texas



MAP OF
CALMA ESTATES
HIDALGO COUNTY, TEXAS

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Dora Walker
date 10-15-79

BEING A RESUBDIVISION OF THE NORTH 5.0 ACRES OF THE SOUTH 15.0 ACRES OF LOTS 50 & 51
OF A RESUBDIVISION OF SECTION 229, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
SURVEYED: MAY 8, 1979
T177-P35 & 36 Job # 790159 July 6, 1979

STATE OF TEXAS
CHARLES L. MELDEN
183
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT, NATALIA STOCKDALE AND KATHLEEN PLUMMER, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "CALMA ESTATES" OF THE COUNTY OF HIDALGO, AND WHOSE NAMES ARE SUBSCRIBED HERETO, DO HEREBY RESERVE THE RIGHT TO GRANT USE OF STREETS, ALLEYS, AND EASEMENTS TO SUCH UTILITIES AND SERVICES AS MAY HEREAFTER APPLY TO OWNERS FOR SUCH. SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF SUCH UTILITIES OR SERVICES GRANTED SUCH USE AND THE RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

NATALIA STOCKDALE
OWNER

KATHLEEN PLUMMER
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITIES, ON THIS DAY PERSONALLY APPEARED NATALIA STOCKDALE AND KATHLEEN PLUMMER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF July A.D., 19 79.

Barbara Trowell
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 7, ON THIS THE _____ DAY OF _____, A.D., 19_____.

PRESIDENT

ATTEST:
SECRETARY

Filed for Record in Book 81 Page 43
Records of Hidalgo
County, Texas
Charles L. Melden
County Surveyor

FILED FOR RECORD THIS DATE
At 2:34 o'clock P M.
OCT 16 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 16th day of Oct 1979
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By _____ Deputy

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JESUS M. URRUTIA	3-14062
2.	JOSE SILVERIO GARCIA	3-40180
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: DECEMBER 20, 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: 3-14062
9/10/13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	12/13/13

Name: Jesus M. Urrutia

Address: 2708 Western Rd
Mission, TX 78572

Phone: 956-740-3403

Water Supplier: Mud #1

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Prairie View Heights Ph 1 Lot 118,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/13/97);

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 ~~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 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 12/9/13
Planning Department Authorized Signature

Hidalgo County Judge

Date Sandra Cantu

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: 3-14062
9/10/13

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: Jesus M. Urrutia

Address: 2708 Western Rd
Mission, TX 78572

Phone: (956) 740-3403

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

Prairie View Heights Ph1 Lot 118

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____ 12/9/13
Requesting Party (Signature) 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:

12/9/13 Sandra Cantu
Date **County Official**

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

WARRANTY DEED

Date: January 25, 2013

Grantor: DOROTEO VILLARREAL, JR. and wife, JULIETA VILLARREAL

Grantor's Mailing Address (including county):

100 Albeza Ave.
Rio Grande City, Texas 78582
Starr County

Grantee: JESUS M. URRUTIA and wife, NORMA E. URRUTIA

Grantee's Mailing Address (including county):

7047 N. Loma Linda Circle
Mission, Texas 78572
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Lot 118, PRAIRIE VIEW HEIGHTS PHASE I, an Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 29, Page 55, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. SAVE AND EXCEPT the South 30 feet of Lot 118.

SAVE AND EXCEPT any portion thereof in Hidalgo County Water District No. 6 canal.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants dated November 22, 1926, Volume 307, Page 158, Deed Records and dated June 6, 1994, filed June 6, 1994 under Document Number 390334; dated November 14, 1995, filed under Document Number 486178; filed April 12, 1993 under Document Number 315101, Official Records and Volume 29, Page 55, Map Records of Hidalgo County,

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of ~~January~~ February, 2013, by DOROTEO VILLARREAL, JR.

Jessica Garza
Notary Public, State of Texas

JESSICA GARZA
Notary Public, State of Texas
My Commission Expires
March 30, 2016

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 7th day of ~~January~~ February, 2013, by JULIETA VILLARREAL.

Jessica Garza
Notary Public, State of Texas

JESSICA GARZA
Notary Public, State of Texas
My Commission Expires
March 30, 2016

AFTER RECORDING RETURN TO:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

PREPARED BY:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

File/GF Number: 12-5148

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14062
Sep. 10, 2013

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

P8115-01-000-0118-00

[1] OWNER: URRUTIA, JESUS M.
2708 WESTERN RD

MISSION TX 78572-8991
Telephone No. 358-1691

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01 25=RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,768 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PRAIRIE VIEW HEIGHTS PH 1-N127
4' LOT 118 C-01

LOCATION: 0 WESTERN RD.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $192,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___X___ NO

Special Conditions: No construction allowed over any easements.
F 50 N SIDE 15 REAR 15 SOUTH SIDE CORNER25

Prepared by — Date: 9/10/13

Approved by — Date: 9/10/13

X _____ — Date: 9/10/13
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Certification of Elevation Required: ____ YES ___X___ NO ____ BFE

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

[NOTICE]

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

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

PLANNING 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: 340180
5/3/10

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:		X4378
Date Approved:	/ /	12 / 19 / 13

Name: Jose Silverio Garcia

Address: 511 El Sendero Dr Sullivan City, TX 78595

Phone: 956-862-0901

Water Supplier: Agua SUD

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

Account/ESI No.: 10032789494543360

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: El Sendero Ut 1 Lot 62,

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 11/06/96);

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 Sandra Cantu);

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

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 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 12/9/13
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: 3-40180
5/3/10

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

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

PARTY MAKING REQUEST:

Name: Jose Silverio Garcia

Address: 511 El Sendero Dr
Sullivan City TX 78595

Phone: 956-862-0901

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

El Sendero Ut 1 Lot 62

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [signature] 11/25/13
Requesting Party (Signature) 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:

12/9/13
Date

Sandra Cantu
County Official

Warranty Deed with Vendor's Lien

Date: October 10, 2013

Grantor: Maria Consuelo Cardenes

Grantor's Mailing Address:

Maria Consuelo Cardenes
P.O. Box 646
Sullivan City, Texas 78595

Grantee: Jose Silverio Garcia

Grantee's Mailing Address:

Jose Silverio Garcia
104 Cottonwood
Donna, Texas 78537

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of FORTY THOUSAND NO/100 DOLLARS ($40,000.00). 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 Maria Consuelo Cardenas, trustee.

Property (including any improvements):

El Sendero UT 1 Lot 62, comprising about 1/2 acres in Sullivan City, Texas. Also known as 511 El Sendero Drive, Sullivan City, Texas 78595. Hidalgo County Appraisal District ID 575421.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or

production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

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.

Maria Consuelo Cardenas
Maria Consuelo Cardenes

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on October 24th, 2013, by Maria Consuelo Cardenes.

M Montemayor
Notary Public, State of Texas
My commission expires: 1/16/16

MARICELA MONTEMAYOR
Notary Public, State of Texas
My Commission Expires
January 16, 2016

AFTER RECORDING RETURN TO:
Maria Consuelo Cardenas
P.O. Box 646
Sullivan City, Texas 78595

Chapter 232 Texas LGC Application

APPLICATION NO: 3-40180
May. 3, 2010

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

E4825-01-000-0062-00

[1] OWNER: RAMIREZ, MARIA CRISTINA
511 EL SENDERO DR

SULLIVAN CITY TX 78595
Telephone No. 566-3699

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

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

[5] SIZE OF STRUCTURE: 1,651 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
EL SENDERO UT 1 LOT 62
C-25

LOCATION: 511 EL SENDERO DR

[8] SEWAGE: EXIST

[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 REGULATIONS AND SETBACKS
FRONT 20' SIDES 10' REAR 35'
18 INCHES ABOVE TOP OF CURB

Prepared by _____ Date 5/3/10

Approved by _____ Date 4/30/10

Signature of Owner or Applicant _____ Date 5-3-2010

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO Panel No. /Suffix: 0275 B 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.

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Stephanie Renteria	4-12664
2.	Martin Flores	4-12941
3.	Ruben Salinas	4-12884
4.	Hector Vasquez Gonzalez	4-12918
	COMM. COURT: December 20, 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: 4-1291 8

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:		Re-Install
Date Approved:	/ /	12/11/13

Name: Hector Vasquez G.

Address: 3629 Doherney Blvd
Edinburg TX 78541

Phone: (956) 570-3091

Water Supplier: [redacted]

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

Account/ESI No.: 10032789459581770

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tierra Buena #1 Lot 8,

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 12-23-86);

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

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

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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956-205-7049

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

Precinct 1 2 3 4

Application No: 4-1291B

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: Hector Vasquez Gonzalez

Address: 3629 Duberney BLVD
Edinburg TX 78541

Phone: (956) 570 3091

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

Tierra Buena #1 Lot #08

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Hector Vasquez — Requesting Party (Signature)

12-10-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__X__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__X__ 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:

12/16/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12918
Nov. 25, 2013

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

T4750-01-000-0008-00

[1] OWNER: VASQUEZ, HECTOR & YOLANDA

3629 DUBERREY
EDINBURG, TX 78541-9807
Telephone No. 570-3091

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 594 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA BUENA #1 LOT 8

LOCATION: 0 M. BACK & M. CRISTO

[8] SEWAGE: EXIST

[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 COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 20' FINISH FLOOR OF ELEV.
18" FROM STREET.

Mari C. Castillo — Prepared by — 11/25/13 Date

Priscilla Rios — Approved by — 11/22/13 Date

Angelica Andrade — Signature of Owner or Applicant — 11-25-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0325D
Panel No. /Suffix:
Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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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# 424746

MF 221555

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 23, 1994

Grantor: NORMA ALICIA MARQUEZ, SOCIAL SECURITY NUMBER 466-29-6752, JOINED HEREIN BY MY HUSBAND, HILARIO MARQUEZ, SOCIAL SECURITY NUMBER 466-47-2755

Grantor's Mailing Address: Rt. 2, Box 262-R
Harlingen, Cameron County, Texas
78550

Grantee: HECTOR VASQUEZ AND WIFE, YOLANDA VASQUEZ

Grantee's Mailing Address: Rt. 4, Box 745-B
Edinburg, Hidalgo County, Texas
78539

Consideration: FOR THE SUM OF TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($9,600.00) and is executed by Grantees, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantees to A. C. GARCIA, TRUSTEE.

Property (including any improvements):

All of Lot Eight (8), Tierra Buena No. I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 23, Page 12, Map Records, Hidalgo County, Texas.

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

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

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

NORMA ALICIA MARQUEZ

HILARIO MARQUEZ

(Acknowledgment)

STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 13th day of June, 1994, by NORMA ALICIA MARQUEZ AND HILARIO MARQUEZ, BOTH.

Notary Public, State of Texas
Notary's name: NELDA GARCIA
Notary's Commission Expires:
9/19/97

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Ernesto Rodriguez Martinez	4-12939
2.	Raul Cantu	R199712
3.	Dora Nava	4-12896
	COMM. COURT: December 20, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: N/A 72
R19712

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

Approved by Environmental Health:	Temporary Service	Final Service
		Orlando Ramos
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing septic
Date Approved:	1 1	12 1/2 13

Upon the application of:

Name: Raul Canto

Address: 1637 E Alberta Rd
Edinburg Texas
78542

Phone: 956-460-9257

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

John Wagner N2.00's · 1060' · W165' Lot 7 Blk 3
0.98 AC. NET ,

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: R199712

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

CELICA M PEREZ DE CANTU ,

Known to me [*or* proved to me in the oath of _____ *or* through TXDL 14519711 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

John Closner N200'-S1060'-W165' Lot 7 BLK. 3
0.98AC NET

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

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

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

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

-OR-

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

Celica Cantu (Signature)

SUBSCRIBED AND SWORN TO before me on 12th December, 2013, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS 12/12/13

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

1940733

Date: **October 16, 2008**

Grantor (s): **Juan Manuel Cossio and wife, Noelia R. Cossio**

Grantor's Mailing Address:
1300 N. Alamo Rd.
Alamo, Hidalgo County, Texas 78516

Grantee (s): **Raul C. Cantu and wife, Celica M. Cantu**

Grantee's Mailing Address:
1637 E. Alberta Road
Edinburg, Hidalgo County, Texas 78539

Consideration:
For the consideration of ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the Grantee(s) herein named, the receipt of which is hereby acknowledged.

Property (including any improvement, if any):
0.98 acre tract of land out of the West 5.00 acres of Lot 7, Block 3, John Closner Subdivision as recorded in Volume 0, Page 4 of the Plat Records of Hidalgo County, Texas,

BEGINNING at ½" iron rod set for the southwest corner of this tract, said point of beginning bears, N 8° 49' E, 800.00 feet from the southwest corner of Lot 7, Block 3, John Closner Subdivision;

THENCE along the west line of this tract and the west line of Lot 7, Block 3, N 8° 49' E, 260.00 feet to a ½ " iron rod set for the northwest corner of this tract;

THENCE along the north line of this tract, S 81° 11' E, 165.00 feet to a ½ " iron rod set for the northeast corner of this tract;

THENCE along the east line of this tract, S 8° 49' W, 260.00 feet to a ½ " iron rod set for the southeast corner of this tract;

THENCE along the south line of this tract, N 81° 11' W, 165.00 feet to the original point of beginning and containing 0.98 acres of land.

The West 10.00 feet of this tract are here reserved for an Access Easement.

Reservations from and Exception to Conveyance and Warranty:
Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Hidalgo County Water District, if any, in which the property is located; taxes for 2008, the payment of which Grantee assumes; and subsequent assessments for that and for years due to change in land usage, ownership, or both the payment of which Grantee assumes.

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

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

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

JUAN MANUEL COSSIO

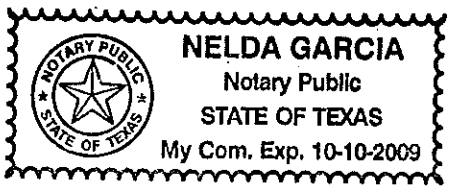
NOELIA R. COSSIO

****

(Acknowledgment)

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 24th day of **October**, **2008**, by **Juan Manuel Cossio and wife, Noelia R. Cossio.**



Nelda Garcia
Notary Public, State of Texas

****

After Recording Return To:
A. C. Garcia, Attorney
P. O. Drawer 630
Pharr, Texas 78577

Prepared In The Law Office of:
A. C. Garcia, Attorney

Hidalgo CAD

Property Search Results > 199712 CANTU RAUL C & CELICA M for Year 2013

Property

Account

Property ID:	199712	Legal Description:	JOHN CLOSNER N260'-S1060'-W165' LOT 7 BLK 3 0.98AC NET
Geographic ID:	J5700-00-003-0007-06	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	ALBERTA TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

as per Arturo A. Hernandez Inspector this property has existing electricity.

Owner

Name:	CANTU RAUL C & CELICA M	Owner ID:	702677
Mailing Address:	1637 E ALBERTA RD EDINBURG, TX 78542-2079	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$11,218		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$42,992	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$54,210		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$54,210		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$54,210		

Taxing Jurisdiction

Owner: CANTU RAUL C & CELICA M
% Ownership: 100.0000000000%
Total Value: $54,210

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$54,210	$54,210	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$54,210	$54,210	$51.88
FD3	EMS DIST #03	0.030000	$54,210	$54,210	$16.26
GHD	HIDALGO COUNTY	0.590000	$54,210	$54,210	$319.84
JCC	SOUTH TEXAS COLLEGE	0.150000	$54,210	$54,210	$81.32
R15	ROAD DIST 15	0.000000	$54,210	$54,210	$0.00
SEB	EDINBURG ISD	1.239800	$54,210	$54,210	$672.10
SST	SOUTH TEXAS SCHOOL	0.049200	$54,210	$54,210	$26.67
	Total Tax Rate:	2.154700			
				Taxes w/Current Exemptions:	$1,168.07
				Taxes w/o Exemptions:	$1,168.06

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A2 **Living Area:** 424.0 sqft **Value:** $1,376

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
TTRL	TRAVEL TRAILER	*	RIB	1969	256.0
ADDN	MH ADDITION	*		1973	168.0
CANA	SLAB ALM CAN	*		1973	154.0
STGW	WOOD STORAGE	*		1985	132.0
CANA	SLAB ALM CAN	*		2008	256.0
CANA	SLAB ALM CAN	*		2011	256.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** 672.0 sqft **Value:** $9,842

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1980	672.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.9800	42688.80	0.00	0.00	$42,992	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	$11,218	$42,992	0	54,210	$0	$54,210
2012	$11,427	$42,992	0	54,419	$0	$54,419
2011	$4,489	$49,678	0	54,167	$0	$54,167
2010	$4,489	$49,678	0	54,167	$0	$54,167
2009	$2,704	$49,678	0	52,382	$0	$52,382
2008	$2,102	$23,504	0	25,606	$0	$25,606
2007	$2,320	$19,365	0	21,685	$0	$21,685
2006	$2,352	$19,365	0	21,717	$0	$21,717
2005	$2,373	$19,365	0	21,738	$0	$21,738
2004	$2,405	$19,365	0	21,770	$0	$21,770
2003	$2,499	$19,365	0	21,864	$0	$21,864

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/27/2008 12:00:00 AM	WD	WARRANTY DEED	COSSIO JUAN MAI	CANTU RAUL C & (			1940733
2	8/1/1991 12:00:00 AM	CONV	CONVERSION	CHAPA RICHARDO	COSSIO JUAN MAI	3112	644	

Tax Due

Property Tax Information as of 11/12/2013

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 11/12/2013 2:29 AM

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PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 4

Application No: 4-128960

11-15-13

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

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

Upon the application of:

Name: Dora Nava

Address: 6515 North Tower Rd
Edinburg, TX
78542

Phone: 956-630-5547
956-789-6109

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 279577-01

[ ] Temporary Pole [ ] Permanent Service

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

Santa Cruz Gardens NO. 2 Lot # 10, 11, & 12 Block #29

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

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

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

-OR-

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

Yolanda D. Castillo
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12896

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Dora Nava ,

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

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

Santa Cruz Condos NO. 2 Lot # 10 11 & 12 "

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc] Block # 29

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

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

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

~~-OR-~~

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

Dora Nava (Signature)

SUBSCRIBED AND SWORN TO before me on December 12, 2013, to certify which, witnesses my hand and seal of office.

Cynthia Castillo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

CYNTHIA CASTILLO
Notary Public, State of Texas
My Commission Expires
APRIL 19, 2015

X

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12896
Nov. 15, 2013

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

S1700-02-029-0010-05

[1] OWNER: NAVA, JOAQUIN & DORA

2700 W JONQUIL AVE
MCALLEN, TX 78501-6247
Telephone No. 630-5547

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MISCELLANEOUS
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 5,000 Sq. Ft.

[6] USE OF BUILDING: MISC.ZONE.X

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 N172.85'
TS 10 & 11 & N172.85 OF E 90'
LT 12 BLK 29 2.40 AC NET

LOCATION: 0 RAMSEYER & TOWER

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $175,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 40' SIDE 6'
REAR 15'. 18" ABOVE CNTR LINE OF ST.

Prepared by — Date 11/15/13

E. Ceballos — Approved by — Date 11/14/13

Signature of Owner or Applicant — Date 11-15-13

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.

The State of Texas, } 276696 VOL 3308 PAGE 139
County of HIDALGO } Know All Men by These Presents:

That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note dated July 21, 1983, executed by Juaquin Nava and wife, Dora Nava in the original principal amount of Eight Thousand Two Hundred Fifty and No/100 Dollars ($8,250.00), payable to the order of Harold Munal, and being

OFFICIAL RECORDS

described in a certain Deed of Trust executed by Joaquin Nava and wife, Dora Nava to Ronald A. Case, Trustee for the benefit of Harold Munal dated the 21st day of July, 1983, and recorded in Vol. 1863 on page 834 of the records of Official of Hidalgo County, Texas

NOW, THEREFORE, Harold Munal the owner and holder of said note, do hereby release the Vendor's and Deed of Trust lien shown by said instrument to exist upon the following described property, to secure payment of said note, viz.:

2.50 acres of land out of Lots 10, 11 and 12, Block 29, Santa Cruz Gardens, Unit #2, Hidalgo County, Texas, and being more fully described as follows, to-wit:
BEGINNING at the Northeast corner of said Lot 10, for the Northeast corner of the following described tract of land. Said point being in 50.0 foot county road;
THENCE, with the North line of Lots 10, 11 and 12, North 81° 37' West, at 25.0 feet pass the West line of county road, at 240.0 feet pass the common North corner between Lots 10 and 11, at 540.0 feet pass the common North corner between Lots 11 and 12 and at 630.0 feet the Northwest corner of the East 3.0 acres of Lot 12, for the Northwest corner hereof;
THENCE, with the West line of the East 3.0 acres of Lot 12, South 8° 23' West, 172.85 feet to a point, for the Southwest corner hereof;
THENCE, parallel to the North line of Lots 12, 11 and 10, South 81° 37' East, at 90.0 feet pass the division line between Lots 12 andll, at 390.0 feet pass the division line between Lots 11 and 10, at 605.0 feet pass the West line of 50.0 foot county road and at 630.0 feet to a point on the East line of Lot 10, for the Southeast corner hereof;
THENCE, with the East line of Lot 10, in county road, North 8° 23' East, 172.85 feet to the PLACE OF BEGINNING. Containing 2.50 acres of land, more or less, of which the East 25.0 feet, comprising 0.10 acre, lies in county road right-of-way.

(Acknowledgment)

The State of Texas, }
County of HIDALGO }

This instrument was acknowledged before me on the 24th day of July, 1992, by Harold Munal

My commission expires: 4-11-94

Brenda F. Gonzalez
Notary Public, State of Texas
Notary's printed name: Brenda F. Gonzalez

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the day of , 19
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the day of , 19
by
of
a corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

197

Release of Lien

FROM
Harold Munal

TO
Joaquin Nava and wife Dora Nava

FILED FOR RECORD

This ..... day of ..... A.D. 19 .....

at ..... o'clock ..... M.

..... County Clerk.

By ..... Deputy

RECORDED

..... A.D. 19 .....

In ..... County Records

In Book ..... on Page .....

..... County Clerk.

By ..... Deputy

Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO
Joaquin Nava
2601 N. 27th
McAllen

The Olden Company, Dallas, TX 75238

2766996

FILED FOR RECORD
92 AUG 13 PM 2 01
WILLIAM SILLY LEO
COUNTY CLERK
HIDALGO COUNTY TEXAS

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DEYANIRA RODRIGUEZ	1-10709
2.	ENRIQUE GARCIA/ C.O NICOLAS SEGURA	1-10727
3.	ERICK ALMARAZ	1-10710
4.	ERIC CHIN	1-10732
	COMM. COURT: DECEMBER 20, 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

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956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10710

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: Erick Almaraz

Address: 5045 fm 491
Mercedes

Phone: 956-376-9422

Water Supplier: Military Water Supply Co.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Rico Acres East lot #91,

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 02/24/04);

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 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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956-973-7850

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 ①2 3 4

Application No: 1-10710

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: Erick Almaraz

Address: 5045 FM 491

Mercedes

Phone: 956-376-9422

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

Rio Rico Acres East lot# 41

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Erick Almaraz
Requesting Party (Signature)

12-3-2013
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:

12/12/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10710
Dec. 3, 2013

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

R3118-00-000-0041-00

[1] OWNER: ALMARAZ, ERICK

5909 TROY AVE.
WESLACO, TX 78596

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: COMM. ADDITION
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 3,986 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO RICO ACRES EAST LOT 41

LOCATION: 0 FM 491 & MILE 4

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $200,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ___NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:40' SIDES:10'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF PAVEMENT

Prepared by — Date 12/2/13

Approved by — Date 12/2/13

Signature of Owner or Applicant — Date 12/3/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ___
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0525 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.

Charge Sierra Title GF# 101184-vc

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: APRIL 10, 2013

Grantor: ROSEMARY SALINAS and husband, CAIN ZUNIGA

Grantor's Mailing Address:

2501 WELLERMAN WAY
TURLOCK, CA 95382
STANISLAUS COUNTY

Grantee: ERICK ALMARAZ, a single person

Grantee's Mailing Address: 5909 Troy Avenue
Weslaco, Texas 78596
Hidalgo County

Consideration: Cash and a note of even date executed by Grantee and payable to the order of FROST BANK in the principal amount of THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS ($33,750.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FROST BANK and by a first-lien deed of trust of even date from Grantee to JIMMY R. LOCKE, Trustee.

Property (including any improvements):

Lot 41, **RIO RICO ACRES EAST SUBDIVISION**, Hidalgo County, Texas, according to map thereof recorded in Volume 44, Pages 125 through 127, Map Records of Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

A. Right-of-Way Easement granted by Elizabeth Levingston, et al to Carthage Hydrocol, Inc., et al by instrument dated February 24, 1949, recorded in Volume 658, Page 113, Deed Records of Hidalgo County, Texas.

B. Right-of-Way Easement granted by Amoco Chemistry Corporation to Seadrift Pipeline Corporation, by instrument dated December 30, 1958, recorded in Volume 933, Page 344, Deed Records of Hidalgo County, Texas.

C. A fifteen foot (15') Utility Easement along the West side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

D. A fifteen foot (15') Utility Easement to M.H.W.S.C. along the East side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

E. A twenty five foot (25') Drainage Swale Easement along the West side of subject property as shown on plat recorded in Volume 44, Pages 125 thru, 127Map Records of Hidalgo County, Texas.

F. An additional twenty foot (20') Right-of-Way Easement along the East side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

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

H. Easements, or claims of easements, which are not of public record.

I. A fifty foot (50') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

J. A twenty five foot (25') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

K. A ten foot (10') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.

L. All oil, gas, and other minerals reserved in Deed dated September 1, 1962, recorded in Volume 1044, Page 588, Deed Records of Hidalgo County, Texas.

M. Oil and Gas Lease dated October 12, 1951, from Eldon B. Smith et al to Hale Schaleben recorded in Volume 102, Page 417, Oil and Gas Lease Records of Hidalgo County, Texas.

N. Oil and Gas Lease dated November 20, 1981, from Taormina Company to Hamilton Brothers Oil Company, recorded in Volume 413, Page 507, Oil and Gas Lease Records of Hidalgo County, Texas.

O. Oil and Gas Lease dated January 14, 2000, from Robert J. Salinas and wife, Laura Salinas to Rick Humphrey filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 1, 2000, under Clerk's File No. 850960.

P. Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on March 25, 2004, under Clerk's File No. 1313891, but omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

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

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

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

FROST 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 FROST BANK and are transferred to FROST BANK without recourse against Grantor.

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

ROSEMARY SALINAS

CAIN ZUNIGA

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

This instrument was acknowledged before me on APRIL 10, 2013, by ROSEMARY SALINAS.

MARK A. KLEINGARTNER
COMM. #1865586
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
My Comm. Expires October 17, 2013

Notary Public, State of California

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

This instrument was acknowledged before me on APRIL 10, 2013, by CAIN ZUNIGA.

MARK A. KLEINGARTNER
COMM. #1865586
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
My Comm. Expires October 17, 2013

Notary Public, State of California

PREPARED IN THE OFFICE OF:

GF # 101194 BV
WINGATE LAW OFFICES, PLLC
7000 NORTH 10TH STREET
2ND FLOOR, STE C5
McALLEN, TEXAS 78504
(TITLEDOCS\101194-WDVL\gg)

AFTER RECORDING RETURN TO:
ERICK ALMARAZ

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

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

Precinct (1) 2 3 4

Application No: 1-10732

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: Eric Chin

Address: 3020 N. Victoria rd.
Donna, TX 78537

Phone: 956-990-6275

Water Supplier: North Alamo Water

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

Account/ESI No.: 10032789416878446

[X] Temporary Pole [ ] Permanent Service

regarding the land described as:

Mowbray Dew Acres Lot 2 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/21/93);

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

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

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

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10732

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: Eric Chim

Address: 2820 N. Victoria Rd
Donna, TX 78537

Phone: 956-998-6575

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

Morning Dew Acres lot # 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____
Requesting Party (Signature)

12/11/2013
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:

12/12/13
Date

_____
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10732
Dec. 11, 2013

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

M6660-00-000-0002-00

[1] OWNER: CHIN, ERIC CAMARILLO
2310 NORTHGATE CIRCLE

WESLACO,TEXAS 78596
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MORNING DEW ACRES LOT 2

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__✓__ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:15' SIDES:10'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date: 12/11/13

Approved by — Date: 12/11/13

Signature of Owner or Applicant — Date: 12/11/2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 64
Panel No. /Suffix:_____ 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.

Charge Sierra Title
STC / CN GF # 3115187

1574407

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

General Warranty Deed

Date: January 29, 2006

Grantor: Menchaca Investments, a Texas general partnership

Grantor's Mailing Address:

1102 S. "F" ST.
HARLINGEN, TEXAS 78550
Cameron County

Grantee: Eric Camarillo Chin

Grantee's Mailing Address:

2310 NORTHGATE CIRCLE
WESLACO, TEXAS 78596
Hidalgo County

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

LOT 2, MORNING DEW ACRES, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 28, PAGE 148 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping

of improvements; all rights, obligations, and other matters arising from and existing by reason of the Donna Irrigation District, Hidalgo County No. 1; and taxes for 2006, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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 representation, 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.

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

Menchaca Investments, a Texas general partnership,

Manuel Menchaca, partner

STATE OF TEXAS)
COUNTY OF CAMERON)

This instrument was acknowledged before me on January 30, 2006, by Manuel Menchaca, partner, on behalf of Menchaca Investments, a Texas general partnership.

A. ESCAMILLA
Notary Public, State of Texas
My Commission Expires
October 17, 2009

Notary Public, State of Texas
My commission expires: 10-17-2009

PREPARED IN THE OFFICE OF:

LAW OFFICE OF ARMANDO ESCAMILLA, P.C.
P.O. BOX 1070
SAN BENITO, TX 78586

AFTER RECORDING RETURN TO:

Eric Camarillo Chin
2310 NORTHGATE CIRCLE
WESLACO, TEXAS 78596

Filed for Record in:
Hidalgo County
by Eddy Trevino
County Clerk

On: Feb 03,2006 at 11:00A

As a Recording

Document Number: 1574407
Total Fees : 24.00

Receipt Number - 739406
By,
Anna Maria Muniz, Deputy

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	ANTONIO LEAL	3-14259
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: DECEMBER 20, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-1

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

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

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

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

Precinct 1 2 3 4

Application No: 314259

11/22/13

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

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	agustandaros Authorized Signature
Inspection/Permit No:	_____	SEWER
Date Approved:	/ /	12/11/13

Name: Antonio Leal

Address: 4116 Wagon Trail Dr Mission, TX 78573

Phone: 956-458-06609

Water Supplier: NA

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

Account/ESI No.: ~~NA~~ 10032894-48192495

[ ] Temporary Pole [✓] Permanent Service

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

Lot 22, North Country Estates

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

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

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

-OR-

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

Sandra Martin 12/11/13

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

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

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

Precinct 1 2 (3) 4

Application No: 3-14259

11/22/13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Antonio Leal,

Known to me [*or* proved to me in the oath of Texas Commercial DL or through TC DL#12720919 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Lot 22, North Country Estates."

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

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

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

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

-OR-

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

Antonio Leal (Signature)

SUBSCRIBED AND SWORN TO before me on December 11, 2013, to certify which, witnesses my hand and seal of office.

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

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

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

WARRANTY DEED

Date: Novembe 21, 2013

Grantor: CHARLES E. MCDOUGALD, a single person
Grantor's Mailing Address (including county): 107 Solar Drive
Mission, Texas 78574
Hidalgo County, Texas

Grantee: ANTONIO LEAL and wife, MARIA C. LEAL
Grantee's Mailing Address (including county): 3311 North Conway
Mission, Texas 78573
Hidalgo County, Texas

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

Property (including any improvements):

Lot Twenty-two (22), NORTH COUNTRY ESTATES, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 18, Page 15, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 1371, PAGE 154, DEED RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated July 8, 1977, recorded in Volume 1544, Page 204, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated May 12, 1980, recorded in Volume 391, Page 910, dated February 6, 1981, recorded in Volume 399, Page 455 and dated February 9, 1981, recorded in Volume 400, Page 388, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

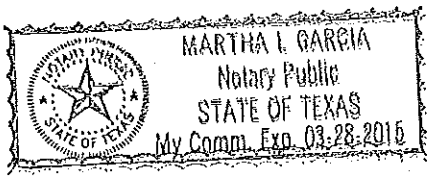
Oil, Gas, and Mineral Lease dated February 23, 1984, recorded in Volume 1962, Page 568, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease(s) dated January 5, 1995, recorded under Clerk's File No. 438481, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 21 of November 2013, by CHARLES E. MCDOUGALD.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ANTONIO LEAL and wife, MARIA C. LEAL
3311 North Conway
Mission, Texas 78573

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 790502; MG:lc

VOL 1707 PAGE 339

NOTICE

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3287

WARRANTY DEED

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

That We, VICTOR C. HAZLETT AND WIFE, AURORA HAZLETT

of the County of Hidalgo, and State of Texas, for and in consideration of the sum of TEN AND NO/100THS----------($10.00)------ DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto RUTH McDOUGALD of the County Hidalgo, and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

Lot Twenty-Two (22) of the North Country Estates Subdivision, according to map thereof recorded in Volume 18, Page 15, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes;

SAVE AND EXCEPT all Oil, Gas and other minerals;

SUBJECT TO restrictions and covenants of record in Volume 1371, Pages 154-56, Deed Records of Hidalgo County, Texas, pertaining to said subdivision; easements shown on the subdivision map, any other easements of record; easements, rules, regulations and rights in favor of Hidalgo County Water Control and Improvement District No. 14, and taxes for 1981, and succeeding years which are assumed and shall be paid by grantees.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this day of 28th day of January, A.D. 19 81

Victor Hazlett
Victor Hazlett

Aurora Hazlett
Aurora Hazlett

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared VICTOR HAZLETT AND WIFE, AURORA HAZLETT they known to me to be the person s whose name are subscribed to the foregoing instrument, and acknowledged to me that they exe-cuted the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of January, A.D. 19 81.

BILL PATTERSON
MY COMMISSION EXPIRES 1/31/85

Bill Patterson
Notary Public in and for Hidalgo County, Texas.

My Commission Expires: 1/31/85

Prepared in Law Office of	For Use by	FILED FOR RECORD THIS DATE	Please Return To
COX & PATTERSON P. O. Box 1960 McAllen, Texas 78501	3287	At 1:54 o'clock P M. JAN 29 1981 SANTOS SALDANA County Clerk, Hidalgo County, Texas By _____ Deputy	Cox & Patterson JWP:jba

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14259
Nov. 22, 2013

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

N4400-00-000-0022-00

[1] OWNER: LEAL , ANTONIO & MARIA C.

416 WAGON TRAIL DR.
MISSION TX 78574
Telephone No. 458-6609

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,022 Sq. Ft.

[6] USE OF BUILDING: RES NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
NORTH COUNTRY ESTATES LOT 22
X- 25

LOCATION: 0 3 1/4 N. CONWAY

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
/ NO

Special Conditions: No construction allowed over any easements.
F 25 S 6 R 15

Prepared by — Date: 11/22/13

Approved by — Date: 11/22/13

Signature of Owner or Applicant — Date: 11-22-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

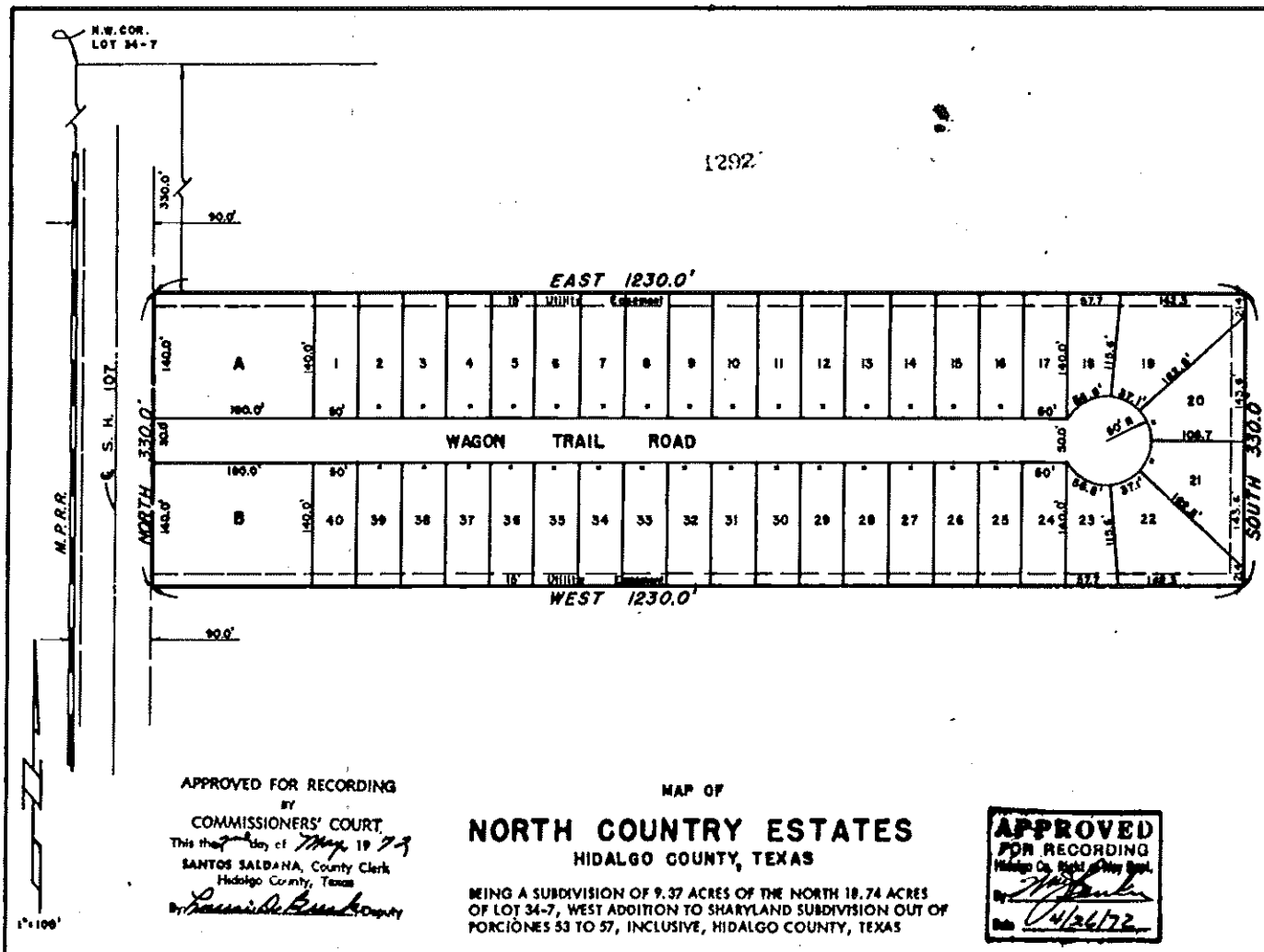
A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved 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.

1292



APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 2nd day of May 19 72
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Laurencia De Bueno Deputy

MAP OF

NORTH COUNTRY ESTATES

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF 9.37 ACRES OF THE NORTH 18.74 ACRES OF LOT 34-7, WEST ADDITION TO SHARYLAND SUBDIVISION OUT OF PORCIONES 53 TO 57, INCLUSIVE, HIDALGO COUNTY, TEXAS

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By
Date 4/26/72

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

STATE OF TEXAS
CHARLES L. MELDEN
133
PUBLIC SURVEYOR

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
FEBRUARY 8, 1972

STATE OF Michigan
COUNTY OF Oakland

KNOW ALL MEN BY THESE PRESENTS:
THAT I, CHARLES L. BAILEY, OWNER OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING PLAT OR MAP AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS DESIGNATED THEREON.

Charles L. Bailey 2/15/72
CHARLES L. BAILEY

STATE OF Michigan
COUNTY OF Wayne

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES L. BAILEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Roland W. Hau
NOTARY PUBLIC IN AND FOR
ROLAND W. HAU, Notary Public, Wayne County, Mich.
My Commission Expires July 1, 1973

FEB 15 1972

FILED FOR RECORD THIS DAY
AT 1:40 o'clock P.M.
JUN 13 1972
SANTOS SALDANA
By A Vera

Approved only 1 Row on East
by 5-2-72

Hidalgo CAD

Property Search Results > 247281 MCDOUGALD CHARLES E for Year 2013

Property

Account

Property ID:	247281	Legal Description:	NORTH COUNTRY ESTATES LOT 22
Geographic ID:	N4400-00-000-0022-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	416 WAGON TRAIL DR	Mapsco:	
Neighborhood:	NORTH COUNTRY ESTATES	Map ID:	
Neighborhood CD:	N440000		

Owner

Name:	MCDOUGALD CHARLES E	Owner ID:	604971
Mailing Address:	107 SOLAR DR MISSION, TX 78574-2329	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$13,384	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$13,384		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$13,384		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$13,384		

Taxing Jurisdiction

Owner: MCDOUGALD CHARLES E
% Ownership: 100.0000000000%
Total Value: $13,384

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$13,384	$13,384	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$13,384	$13,384	$12.81
GHD	HIDALGO COUNTY	0.590000	$13,384	$13,384	$78.97
JCC	SOUTH TEXAS COLLEGE	0.150000	$13,384	$13,384	$20.08
R05	ROAD DIST 05	0.000000	$13,384	$13,384	$0.00
SMS	MISSION ISD	1.300000	$13,384	$13,384	$173.99
SST	SOUTH TEXAS SCHOOL	0.049200	$13,384	$13,384	$6.58
W14	UNITED IRR WTR DIST	0.000000	$13,384	$13,384	$0.00
	Total Tax Rate:	2.184900			

Taxes w/Current Exemptions:	$292.43
Taxes w/o Exemptions:	$292.43

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1862	8111.47	0.00	0.00	$13,384	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	$0	$13,384	0	13,384	$0	$13,384
2012	$0	$13,384	0	13,384	$0	$13,384
2011	$0	$13,384	0	13,384	$0	$13,384
2010	$0	$13,384	0	13,384	$0	$13,384
2009	$0	$13,384	0	13,384	$0	$13,384
2008	$0	$13,384	0	13,384	$0	$13,384
2007	$0	$13,384	0	13,384	$0	$13,384
2006	$0	$10,139	0	10,139	$0	$10,139
2005	$0	$4,867	0	4,867	$0	$4,867
2004	$0	$4,867	0	4,867	$0	$4,867
2003	$0	$4,867	0	4,867	$0	$4,867

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/16/2005 12:00:00 AM	SWD	SPEC. W/D	MCDOUGALD RUTI	MCDOUGALD CHA			1484605
2		CONV	CONVERSION	Unknown	MCDOUGALD RUTI	1707	339	

Tax Due

Property Tax Information as of 12/11/2013

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 12/11/2013 2:07 AM

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AI-42216 **Monthly Fee Reports 6. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk

Fee Report for the Month of November 2013 $443,066.07.

BACKGROUND

Attachments

District Clerk November 2013 Fee Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/11/2013 10:33 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Norma Martinez Started On: 12/10/2013 04:02 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF NOVEMBER 2013

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))	# OF CASES				
DIVORCE & FAMILY LAW CASES	# 217	Cases To Report	= $ 9,309.16		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 9,309.16
OTHER THAN DIVORCE/FAMILY	# 605	Cases To Report	= $ 30,116.89		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 30,116.89
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 267	Actions To Report	= $ 1,327.09		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 688	Actions To Report	= $ 6,823.28		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 8,150.37
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 3	Cases To Report	= $ 86.17		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 816	Cases To Report	= $ 33,760.95		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 33,847.12
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 2,354.27

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

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 41,224.35			
OTHER CLERK COST (GC51.317-319)	$ 34,623.36	$ 75,847.71		
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,591.34		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 20,280.31		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 300.00		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 651.89		
NSF CHECK FEE (LGC 118.141)		$ 60.00		
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -		
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000	$ 98,731.24
INTEREST EARNED FOR THE MONTH OF NOVEMBER 2013			1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000	$ 208.68
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000	$ 397.84
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000	$ 1,989.18
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000	$ 2,496.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000	$ 3,344.46
STATEWIDE E-FILING FEE (GC.51.851) 9/1/13 @ $20.00			1100-207-20-000-068-0-000	$ 15,175.76
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000	$ 13,744.19
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000	$ 625.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000	$ 170.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000	$ 4,518.30
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000	$ 3,249.02
E-FILING TRANSACTION FEE (GC 72.031) 1/1/14 @ $2.00			1100-341-10-090-018-0-000	$ -
TAX A/C SCOFFLAW FEE (TC 502.010 (f)) @ $20.00			1100-341-10-140-050-0-000	$ 160.00
SHERIFF FEES (CCP 102.011) $ 20,149.70				
SHERIFF FEES (HCSO) $ 5,427.14			1100-342-10-090-001-0-000	$ 25,576.84
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000	$ -
PCT. 2			1100-342-10-292-000-0-000	$ 999.22
PCT. 3			1100-342-10-293-000-0-000	$ 2,063.57
PCT. 4			1100-342-10-294-000-0-000	$ 1,305.25
PCT. 5			1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000	$ 14,600.77
FINES (LGC 113.004)			1200-351-10-090-000-0-000	$ 56,362.67
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000	$ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000	$ 5,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000	$ 4,864.97
# _____ CIVIL FILINGS X $5.00 =	$ 3,970.93			
# _____ FELON. CONV.X $5.00 =	$ 894.04			
# _____ MISD.CONV. X $3.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000	$ 7,913.67
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000	$ 9,001.16
# _____ CIVIL FILINGS X $5.00 =	$ 4,972.86			
# _____ CRIM CONV. X $22.50 =	$ 4,028.30			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000	$ 5,366.60
# _____ CIVIL FILINGS X $5.00 =	$ 4,965.73			
# - CRIM FILINGS X $2.50 =	$ 400.87			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000	$ 10,428.09
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000	$ 23,912.66

OTHER COURT FEES:				
CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 7,430.21			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ 140.00			
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -			
MOTHERS AGAINST DRUNK DRIVING	$ 50.00			
WOMEN TOGETHER EMERGENCY SHELTER	$ -			
ESTRELLA'S HOUSE	$ -			
ATTORNEY AD-LITEM	$ -			
SUBTOTAL		$ 7,620.21		
LESS: LAW ENFORCEMENT LAB COSTS		$ (140.00)		
LESS: CRIME STOPPERS		$ -		
LESS: MOTHERS AGAINST DRUNK DRIVING		$ (50.00)		
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -		
LESS: ESTRELLA'S HOUSE		$ -		
LESS: ATTORNEY AD-LITEM		$ -		
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 7,430.21

12/9/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF NOVEMBER 2013

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 A&B MISD@$83.00 MISD@$40.00 A&B MISD@40.00 MISD@$17.00	FEL@$133.00	1100-207-20-000-015-0-000	$ 23,058.92
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00		1100-207-20-000-003-0-000	$ 80.02
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00		1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00		1100-207-20-000-008-0-000	$ 90.53
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50	9/1/95-	1100-207-20-000-011-0-000	$ 8.76
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00		1100-207-20-000-014-0-000	$ 7.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)			1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50		1100-207-20-000-007-0-000	$ 3.75
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00		1100-207-20-000-009-0-000	$ 47.89
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00	9/1/93-	1100-207-20-000-017-0-000	$ 621.27
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00		1100-207-20-000-027-0-000	$ 24.84
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50		1100-207-20-000-029-0-000	$ 2.54

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 958.09
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,156.01
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 624.48
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 794.60
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 92.92
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 84.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 3,841.84
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,435.32
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 269.53
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,409.70
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 481.14
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 494.51
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,181.28
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 236.32
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 350.40
E-FILING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ $5.00		1100-207-20-000-071-0-000	$ 297.24
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 443,066.07

TOTAL CASH RECEIVED		$ 449,902.43
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 443,128.07	
AMOUNT DUE TO COUNTY TREASURER	$ -	
AMOUNT OVERPAID TO COUNTY TREASURER	$ (62.00)	
OTHER DISBURSEMENTS	$ 4,470.00	
TOTAL DISBURSEMENTS		$ 447,536.07
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 2,366.36

PROOF:

AMOUNT RECEIVED:	$ 6,174.36
AMOUNT LIQ.:	$ (3,998.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ 140.00
MOTHERS AGAINST DRUNK DRIVING	$ 50.00
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 2,366.36

12/9/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF NOVEMBER 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER		AMOUNT	TREASURER REC #
CIVIL1)	11/13/13	42350		$ 14,509.17	170188
CIVIL2)	11/14/13	42352		$ 81,566.07	170347
CIVIL3)	11/22/13	42407		$ 66,814.60	170482
CIVIL4)	12/02/13	42408		$ 67,685.64	~~0~~ 170701
CIVIL5)	12/06/13	42440		$ 75,160.34	~~0~~ 170845
CIVIL6)		0		$ -	0
CIVIL7)		0		$ -	0
CIVIL8)		0		$ -	0
CIVIL9)		0		$ -	0
CRM1)	11/13/13	42351		$ 6,835.75	170189
CRM2)	11/18/13	42355		$ 23,185.00	170348
CRM3)	11/15/13	42354		$ 15,576.00	170346
CRM4)	11/20/13	42402		$ 19,462.25	170480
CRM5)	11/21/13	42406		$ 18,685.00	170481
CRM6)	12/02/13	42409	O/P Treas with Ck#42409 dtd	$ 20,054.25	~~0~~ 170702
CRM7)	12/06/13	42438	12/2/2013 iao $20,116.25	$ 10,073.00	~~0~~ 170843
CRM8)	12/06/13	42439		$ 23,459.00	~~0~~ 170844
CRM9)				$ -	0
CRM10)				$ -	
TOTAL AMOUNT OF REMITTANCES				**$ 443,066.07**	

PREPARED BY: _____ 12/9/13
BOOKKEEPER DATE

REVIEWED BY: _____ 12/9/13
ACCOUNTANT DATE

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

_____ 12/9/13
INTERNAL AUDIT

_____ 12/9/13
DISTRICT CLERK SIGNATURE DATE

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

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

AI-41634 **Membership Dues 7. A.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: WIC

Information

CAPTION

WIC (1292):

Approval to pay the following three annual membership dues with authority for the County Treasurer to issue check to each individual organization after review, audit, and processing procedures are completed by the County Auditor:

1. TALWD - Texas Association of Local WIC Directors Annual Membership dues for Norma Longoria, WIC Director in the amount of $125.00 -Req. 246744

2. ILCA - International Lactation Consultant Association 2014 Annual Membership dues for Norma Longoria WIC Director, Diana Cardona IBLC and Sandra Escamilla IBLC in the amount of $534.00 (178.00 each) Req. 246756

3. NWA - National WIC Association 2014 Membership dues for Norma Longoria, WIC Director in the amount of $400.00. Req. 247236

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 3-1292-441-00-350-001-4-xxx

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

BUDGETARY IMPACT:

Attachments

NWA

ILCA

TALWA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/19/2013 01:34 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Margarita Gonzalez Started On: 11/04/2013 05:04 PM

Final Approval Date: 12/17/2013

National WIC Association

Local Agency Membership Application/Renewal

Please fill out the following fields:

☐ New Member ☒ Renewing Member

Agency Name Hidalgo County WIC Program

WIC Coordinator Norma L. Longoria

Title WIC Director Credentials M.S., LD.

Mailing Address 3105 W. University Drive

City Edinburg, State Tx. Zip Code 78539

Contact Phone Number (956)381-4646 Fax Number (956)380-4056

Email Address norma.longoria@wic.co.hidalgo.tx.us Website Address _____

National WIC Association (NWA) 2014 Membership runs January 1, 2014 through December 31, 2014. Please use the chart below to determine your dues for the 2014 membership year.

Number of Participants	Corresponding Member Dues*
1 - 7,001	$50
7,002 – 14,000	$100
14,001-28,000	$200
28,001 - 42,000	$300
Over 42,000	$400

Fill in your average monthly participation for 2013: 75,000

Fill in your corresponding membership dues: $ 400.00

Please Select Payment Method:

☒ Check (**Payable to NWA Tax ID: 521482678**), Check # _____

☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Credit Card #: _____ Exp. Date: _____ CVC (3-4 digit security code) _____

Name on Credit Card _____ Signature: _____

Credit Card Billing Address _____

☐ Bill Me: Invoice should be emailed to _____

Please send application and payment to:

National WIC Association
Attn: 2014 Membership
2001 S Street NW, Suite 580
Washington, DC 20009

Or fax to 202-387-5281

Submit

*As of April 2004, the Voting Membership directed the Treasurer and President/CEO to establish an annual dues schedule for NWA Local Agency Members that assess local agencies based on assigned to average monthly participation or caseload.

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, Norma Longoria, do hereby state that membership in the National WIC 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 National WIC Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Norma Longoria DATE: 11-8-13
TITLE: WIC Director

Before me Veronica Ortiz, a Notary Public, appeared Norma Longoria, 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)

VERONICA ORTIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2014

Veronica Ortiz
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

ILCA

A WORLDWIDE NETWORK OF LACTATION PROFESSIONALS

2014 Group Discount Membership Transmittal Form

Join or renew memberships as a group and SAVE! **The deadline for group savings is March 15, 2014*.**

Program requirements

- A minimum of three individuals must be included to be eligible.
- All group memberships must be paid by one payment.
- New members must submit a new membership application enclosed at the end of this form (please make additional copies as needed).
- Renewing members do not need to submit a membership application+; enter those names below.

Questions? Please see the Frequently Asked Questions on the reverse side of this form for answers!

Name of organization/affiliate/group Hidalgo Co. WIC Program Primary Contact Norma Longoria

Address 3105 W. University

City Edinburg State/ Province Tx.USA. Postal/Zip Code 78539

Country US. Contact Email norma.longoria@wic.co.hidalgo.tx.us

Member 1 Norma Longoria Member _____

Member 2 Diana Cardona Member _____

Member 3 Sandra Escamilla Member _____

(list additional members on separate sheet)

Group Discount Membership Rates:

United States: ILCA/USLCA – US$178 per member
Canada: ILCA/CLCA – CAN$167 per member
Australia: ILCA/LCANZ- AUD$223 per member (AUD$10.36 GST)
New Zealand: ILCA/LCANZ- NZD $246 per member (GST free)
Other countries: Please visit www.ilca.org for a list of country group classifications.

Group A: US$115 per member **Group C**: US$77 per member
Group B: US$95 per member **Group D**: US$65 Per member

Worksheet:

$ 178.00 (discounted dues amount from chart)

X 3 (number of members participating)

equals

$ 534.00 (total payment)

All payments must be in the funds indicated above and **must be mailed** with all completed paperwork to the appropriate address below:

U.S. and Other Countries: *checks payable to ILCA*
ILCA Membership Renewals
2501 Aerial Center Parkway, Suite 103
Morrisville, NC 27560 USA

USLCA

Canada: *make cheques payable to CLCA*
CLCA Membership Renewals
247-23 Ave. N.W.
Calgary, AB T2M 1S3

Credit card payments cannot be accepted for group memberships at this time.

Australia/New Zealand: *make payments to LCANZ*
LCANZ Membership Renewals
PO Box 576
Crows Nest NSW 1585 Australia

EFT Direct Credit: Account Name LCANZ
BSB: 017 042 Account #: 1820 48696
Ref: Surname+initial+MEMB2014

EFT Direct Credit: ANZ Bank (New Zealand)
Account: Lactation Consultants of Aust & NZ Ltd
Account #: 01-1845-0005043-00
Ref: Surname+initial+MEMB2014

LCANZ

How Many Members in Group? _____ Total Payment: $_____ Check # _____

Visa/MasterCard/Discover # _____ Exp. Date _____ CVS Code _____

Authorized Signature_____Printed Name_____

*All group forms and payments must be postmarked by the deadline of March 15, 2014. Any forms submitted after December 17, 2013 may result in delayed delivery of the February 2014 Journal of Human Lactation.

+If a renewing member's contact information has changed, that individual will need to update their profile by visiting the members' only section of ILCA's website at www.ilca.org.

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Norma Longoria, do hereby state that membership in the International Lactation Consultant Ass., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that International Lactation Consultant Ass. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Norma Longoria DATE: 11-8-13
TITLE: WIC Director

Before me Veronica Ortiz, a Notary Public, appeared Norma Longoria, 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)

VERONICA ORTIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2014

Veronica Ortiz
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Sandra Escamilla, do hereby state that membership in the International Lactation Consultant Ass, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that International Lactation Consultant is a statewide association with a minimum membership ~~of at least 25 percent~~ of eligible political subdivisions.

SIGNATURE: _____ DATE: 11-12-13
TITLE: Lactation Specialist - IBCLC-RLC

Before me Veronica Ortiz, a Notary Public, appeared Sandra Escamilla, 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)

VERONICA ORTIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2014

Veronica Ortiz
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Diana Cardona, do hereby state that membership in the International Lactation Consultant Ass., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that International Lactation Consultant Ass. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Diana Cardona
TITLE: Breastfeeding Coordinator

DATE: 12/2/2013

Before me Veronica Ortiz, a Notary Public, appeared Diana Cardona, 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)

VERONICA ORTIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2014

Veronica Ortiz
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

TEXAS ASSOCIATION OF LOCAL WIC DIRECTORS
ANNUAL MEMBERSHIP DUES
January 1st – December 31st, 2014

PLEASE PRINT OR TYPE

Local Agency Hidalgo County WIC Program **Local Agency #** 12

Address 3105 W. University Dr.

Finburg, Texas 78539

Phone (956)381-4646 **Fax** (956) 380-4056

Email norma.longoria@wic.co.hidalgo.tx.us

Voting Representative _____

(WIC Director or Designee)

Annual Dues: $125.00 **Payable by December 31, 2013 for calendar year Jan. 1-Dec. 31, 2014**

Pay by check or credit card. If paying by credit card: Name on card_____

Credit Card Number_____

Expiration date_____ **Signature**_____

Payable to: Texas Association of Local WIC Directors
Mail to: TALWD
P.O. Box 49276
Austin, Texas 78765

THE IMPORTANCE OF TALWD MEMBERSHIP:

TALWD acts as a vehicle for the expression of ideas on planning, policy, coordination, implementation and administration of the WIC Program on the local, state and federal level.

TALWD fosters communication between local WIC Programs and the Texas Department of Health with the goal of positively effecting the administration of WIC within the state.

TALWD brings together the administrators of the local agency WIC Programs in order to promote peer support, orientation and/or assistance.

TALWD promotes professional and public awareness of new and existing federal and state legislation.

Membership in TALWD represents an agency membership.

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, Norma Longoria, do hereby state that membership in the Texas Association of Local WIC Directors and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that Tx. Ass. of Local WIC Directors is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Norma Longoria DATE: 11-8-13
TITLE: WIC Director

Before me Veronica Ortiz a Notary Public, appeared Norma Longoria, 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
VERONICA ORTIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-01-2014

Veronica Ortiz
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-42175 **Head Start 8. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: November 2013

BACKGROUND

Policy Council Approval: 12.18.13

Attachments

Meals/Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 09:19 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Linda Galaviz Started On: 12/09/2013 04:22 PM

Final Approval Date: 12/17/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 18, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals and Snacks Report: November 2013

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Dec. '12	Jan. '13	Feb. '13	Mar. '13	Apr. '13	May '13	June/July '13	Aug. '13	Sept. '13	Oct. '13	*Nov. '13	Meal Totals
Breakfast	40,949	51,541	57,453	41,321	65,728	49,872	Centers closed	29,903	63,419	73,371	53,550	527,107
Lunch	40,143	51,192	57,255	40,954	64,795	47,228	Centers closed	29,995	63,526	73,338	53,074	521,500
PM Snack	33,472	43,969	51,723	36,872	56,662	40,681	Centers closed	28,264	57,464	66,469	45,050	460,626
Monthly Totals	114,564	146,702	166,431	119,147	187,185	137,781	Centers closed	88,162	184,409	213,178	151,674	1,509,233

*Preliminary

Rates for Free Meal Reimbursement Effective July 1, 2013 to June 30, 2014

Breakfast: $ 1.58

Lunch: $ 2.93

Cash in Lieu of Commodities (Lunch): $0.2325

Snack: $ 0.80

Submitted by: Gilbert Silva, Child Nutrition Director

AI-42174 **Head Start 8. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for Program Year 2013-2014

BACKGROUND

Policy Council Approval: 12.18.13

Attachments

Children's Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 09:18 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Linda Galaviz Started On: 12/09/2013 04:17 PM

Final Approval Date: 12/17/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 18, 2013

SUBJECT: Approval of Children's Applications for Program Year 2013-2014

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Application Status Report: PY 2013 - 2014 (Approval Date: 12/18/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Wait List
1	Alamo (6 - 119)	117	60	57	129	0	72
2	Alton (5 - 100)	100	45	55	98	0	41
3	Donna I (8 - 136)	136	66	70	112	0	29
4	Donna II (3 - 60)	60	24	36	52	0	16
5	Donna IV (2 - 33)	33	17	16	27	0	11
6	Edcouch (10 - 257)	182	84	98	150	0	54
7	Edinburg I (3 - 67)	57	28	29	45	0	17
8	Edinburg II (2 - 34)	34	15	19	32	0	13
9	Edinburg III (3 - 51)	51	23	28	44	0	16
10	Edinburg IV (10-194)	194	86	108	198	0	90
11	Edinburg V (8 - 182)	154	65	89	137	0	48
12	Elsa (3 - 64)	57	25	32	50	0	18
13	Hidalgo (3 - 60)	54	27	27	47	0	20
14	La Herencia (3 - 52)	52	24	28	40	0	12
15	La Joya (5 - 116)	94	53	41	85	0	44
16	Las Milpas I (6 - 120)	114	50	64	93	0	29
17	Las Milpas II (3 - 51)	51	27	24	48	0	24
18	Austin (7 - 178)	135	69	66	136	0	70
19	McAllen IV (3 - 51)	51	23	28	40	0	12
20	McAllen V (3 - 67)	57	24	33	51	0	18
21	McAllen VI (3 - 51)	51	26	25	48	1	24
22	Mercedes I (6 - 119)	117	50	67	101	0	34
23	Mercedes II (2 - 34)	34	17	17	32	0	15
24	Mission I (4 - 110)	80	32	48	57	0	9
25	Mission II (8 - 148)	148	65	83	99	1	17
26	Mission III (3 - 51)	51	24	27	42	0	15
27	Mission IV (3 - 62)	55	28	27	44	1	18
28	Monte Alto (2 - 40)	37	17	20	33	0	13
29	Palmview I (8 - 188)	100	53	47	65	0	18
30	Palmview II (8 - 192)	160	81	79	133	1	39
31	Palmview III (6 - 122)	120	67	53	87	1	21
32	Pharr (5 - 100)	95	45	50	138	0	69
33	Progreso (3 - 60)	57	24	33	48	0	15
34	San Carlos (4 - 80)	80	38	42	90	0	51
35	San Juan I (3 - 60)	54	25	29	50	0	21
36	San Juan II (10 - 182)	179	83	96	158	0	62
37	Sullivan City (6 - 124)	94	46	48	58	0	10
38	UTPA (2 - 34)	34	17	17	41	0	24
39	Vine Terrace (3 - 60)	56	32	24	46	0	22
40	Weslaco I (4 - 84)	77	37	40	71	0	31
41	Weslaco II (4 - 84)	74	37	37	64	0	27
42	Weslaco III (5 - 100)	97	49	48	68	0	20
43	Western Rd (3 - 69)	57	29	28	65	0	41
	GRAND TOTAL	3690	1757	1933	3252	5	1270

AI-42192 **Head Start 8. C.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: November 2013

BACKGROUND

Policy Council Approval: 12.18.13

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 09:20 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Linda Galaviz Started On: 12/09/2013 04:41 PM

Final Approval Date: 12/17/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 18, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: November 2013

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

HIDALGO COUNTY HEAD START PROGRAM
Encumbrance Budget Report - Policy Council
From 11/1/2013 Through 11/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Balance	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	14,337,445.62	0.00	1,955,837.58	12.00%	1,818,695.20
02	FRINGE BENEFITS	5,479,131.57	4,722,400.92	0.00	756,730.65	13.81%	496,868.46
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	775,991.70	59,579.81	(257,168.37)	(44.46)%	92,921.38
06	OTHER COST	1,783,826.09	1,647,320.43	52,585.45	83,920.21	4.70%	121,978.02
Report Total		24,134,644.00	21,483,158.67	112,165.26	2,539,320.07	10.52%	2,530,463.06

AI-42191 **Head Start 8. D.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: November 2013

BACKGROUND

Policy Council Approval: 12.18.13

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/10/2013 09:20 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Linda Galaviz Started On: 12/09/2013 04:37 PM

Final Approval Date: 12/17/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 18, 2013

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report: November 2013

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Monthly Program Report
November, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	11	0	4	0	0	117	12
Alton	15	2	11	0	0	100	10
Donna I	10	20	21	0	2	136	14
Donna II	6	2	3	0	0	60	6
Donna IV	3	3	6	0	0	33	3
Edcouch	12	0	9	0	0	182	18
Edinburg I	5	1	0	0	0	57	6
Edinburg II	3	0	1	0	0	34	3
Edinburg III	4	0	0	0	0	51	5
Edinburg IV	15	0	14	0	0	194	19
Edinburg V	11	4	5	0	0	154	15
Elsa	6	0	2	0	0	57	6
Hidalgo	5	3	1	0	0	54	5
La Herencia	5	0	1	0	0	52	5
La Joya	6	2	4	0	0	94	9
Las Milpas I	11	1	3	0	1	114	11
Las Milpas II	5	0	0	0	0	51	5
Austin 1 Stop	21	2	8	1	0	135	14
McAllen IV	7	1	2	0	0	51	5
McAllen V	8	0	4	0	0	57	6
McAllen VI	6	1	7	0	0	51	5
Vine Terrace	4	1	4	0	1	56	6
Mercedes I	12	0	7	0	0	117	12
Mercedes II	3	1	2	0	0	34	3
Mission I	2	0	0	0	0	80	8
Mission II	6	0	11	0	0	148	15
Mission III	3	9	3	0	0	51	5
Mission IV	4	1	1	0	0	55	6
Monte Alto	4	0	1	0	0	37	4
Palmview I	8	0	3	0	0	100	10
Palmview II	8	5	11	0	0	160	16
Palmview III	5	0	9	0	0	120	12
Pharr	12	2	6	0	0	95	9
Progreso	5	4	3	0	0	57	6
San Carlos	10	0	0	0	0	80	8
San Juan I	5	0	0	0	0	54	5
San Juan II	14	3	18	0	0	179	18
Sullivan	4	2	3	0	0	94	9
UTPA	3	0	11	0	0	34	4
Weslaco I	3	6	4	0	0	77	8
Weslaco II	3	1	3	0	0	74	7
Weslaco III	8	3	2	0	0	97	10
Western Rd	8	1	6	0	0	57	6
Total	**309**	**81**	**214**	**1**	**4**	**3690**	**369**

10% Quota Met

Updated 12/09/2013

AI-42112 **Auditor's Office 9. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of November 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 10:07 AM
Glinda Pacheco	Glinda Pacheco	12/11/2013 03:57 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Alvaro Chuc Started On: 12/05/2013 08:01 AM

Final Approval Date: 12/17/2013

AI-42388 **Comm. Court Executive Office 10. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal requests for employee #127493 & 077062

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/16/2013 03:01 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Monica Badillo Started On: 12/16/2013

Final Approval Date: 12/17/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type
Plan Name 457 Plan Employee # 114723

[redacted]

...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.
(X) 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 $ 1,000 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? yes If so what was the amount taken $ 9,000

I hereby request a hardship withdrawal from my account. I read 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 _____ Date 12/16/13

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 12/16/13

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type
Plan Name 457 Plan Employee # 017062

Participant [redacted]

Address [redacted]

Social Sec[redacted] Daytime Phone No.

SECTION I

I understand [redacted] be due to financial hardshi[redacted] and heavy financial need[redacted] al hardship, and all other n[redacted] ined by the Company. I [redacted] which I receive it. In add[redacted] unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested $ 1,300.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? _____ If so what was the amount taken $ 1,000

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 _____ Date 12/16/13

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 Procedures

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

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-42203 **Budget and Management 11. A.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Co. Wide Adm.-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: G/F obj. 112 & 113

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

BUDGETARY IMPACT:

Please refer to attached Salary Sweep analysis as of 12-10-13; funds available.

Attachments

Salary Sweep

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/11/2013 04:19 PM
Budget & Management	Debbie Tamez	12/12/2013 09:48 AM
Rosalinda Cantu	Rosie Cantu	12/16/2013 10:30 AM
Obdett Calzada	Obdett Calzada	12/16/2013 04:34 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Ivan Cantu Started On: 12/10/2013 10:17 AM

Final Approval Date: 12/17/2013

Hidalgo County

Department of Budget & Management

7TH SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, DECEMBER 18, 2013

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Obj. Code	Department Name	2013 Approved Actual Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*2.2)	Obj. 113 Available Balance as of 12-18-13	Salary Sweep (Obj. 113)
110041200045001	113	CRIMINAL AUXILIARY COURT	216,093.00	8,311.27	18,284.79	11,253.83	7,030.96
110041200061001	113	JP PCT 1/PL 1	132,109.00	5,081.12	11,178.45	14,587.68	(3,409.23)
110041200062001	113	JP PCT 1/PL 2	158,085.00	6,080.19	13,376.42	13,588.60	(212.18)
110041200064001	113	JP PCT 2/PL 2	125,819.00	4,839.19	10,646.22	10,954.39	(308.17)
110041200065001	113	JP PCT 3/PL 1	147,301.00	5,665.42	12,463.93	12,923.49	(459.56)
110041200067001	113	JP PCT 4/PL 1	171,651.00	6,601.96	14,524.32	17,150.28	(2,625.96)
110041200068001	113	JP PCT 4/PL 2	235,828.00	9,070.31	19,954.68	32,857.56	(12,902.88)
110041200080002	113	CRIM DA	4,761,271.00	183,125.81	402,876.78	415,413.26	(12,536.48)
110041200080013	113	DA CIVIL LITIGATION	267,371.00	10,283.50	22,623.70	22,796.01	(172.31)
110041200090001	113	DIST CLERK	2,096,188.00	80,622.62	177,369.75	183,313.30	(5,943.55)
110041230085003	113	PUBLIC DEFENDER	591,657.00	22,756.04	50,063.28	50,252.03	(188.75)
110041300110006	113	CO JUDGE	730,027.00	28,077.96	61,771.52	70,984.57	(9,213.05)
110041300125001	113	EXECUTIVE OFFICE	391,857.00	15,071.42	33,157.13	35,907.52	(2,750.39)
110041400130001	113	ELECTIONS DEPT	687,017.00	26,423.73	58,132.21	62,165.29	(4,033.08)
110041500200001	113	INFORMATION TECHNOLOGY	875,880.00	33,687.69	74,112.92	90,720.55	(16,607.63)
110041514115001	113	BUDGET & MANAGEMENT	786,242.00	30,240.08	66,528.17	78,677.39	(12,149.22)
110041515140001	113	TAX OFF	4,153,746.00	159,759.46	351,470.82	378,794.85	(27,324.03)
110041516150001	113	CO TREASURER	478,068.00	18,387.23	40,451.91	41,581.76	(1,129.85)

Hidalgo County

Department of Budget & Management

7TH SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, DECEMBER 18, 2013

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Obj. Code	Department Name	2013 Approved Actual Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*2.2)	Obj. 113 Available Balance as of 12-18-13	Salary Sweep (Obj. 113)
110041518160001	113	PURCHASING	1,023,837.00	39,378.35	86,632.36	95,278.29	(8,645.93)
110041540180001	113	CO CLERK	2,002,049.00	77,001.88	169,404.15	179,376.18	(9,972.03)
110041550190002	113	HUMAN RESOURCES	346,334.00	13,320.54	29,305.18	32,920.71	(3,615.53)
110041940220001	113	FACILITIES MANAGEMENT	2,448,658.00	94,179.15	207,194.14	233,735.01	(26,540.87)
110041950125003	113	SAFETY	516,349.00	19,859.58	43,691.07	50,566.02	(6,874.95)
110042100080003	113	AUTOPSIES	76,280.00	2,933.85	6,454.46	7,227.39	(772.93)
110042100125011	113	TX DPS	134,244.00	5,163.23	11,359.11	11,900.41	(541.30)
110042100280001	113	SHERIFF	14,350,638.00	551,947.62	1,214,284.75	1,294,352.04	(80,067.29)
110042100291001	113	CONSTABLE PCT.1	573,645.00	22,063.27	48,539.19	53,510.77	(4,971.58)
110042100292001	113	CONSTABLE PCT.2	514,422.00	19,785.46	43,528.02	44,074.86	(546.84)
110042100293001	113	CONSTABLE PCT.3	678,763.00	26,106.27	57,433.79	59,549.26	(2,115.47)
110042100294001	113	CONSTABLE PCT.4	728,670.00	28,025.77	61,656.69	62,049.93	(393.24)
110042210300001	113	FIRE MARSHAL	213,192.00	8,199.69	18,039.32	18,754.39	(715.07)
110042300320034	113	ALTERNATIVE INCARCERATION PRG	201,190.00	7,738.08	17,023.77	18,321.21	(1,297.44)
110042321280002	113	JAIL	14,191,717.00	545,835.27	1,200,837.59	1,291,109.00	(90,271.41)
110042900110075	113	EMERGENCY MANAGEMENT	205,692.00	7,911.23	17,404.71	23,634.12	(6,229.41)
110043200121001	113	SANITATION PCT.1	528,937.00	20,343.73	44,756.21	50,056.49	(5,300.28)
110043200122001	113	SANITATION PCT.2	286,076.00	11,002.92	24,206.43	37,637.19	(13,430.76)

Hidalgo County

Department of Budget & Management

7TH SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, DECEMBER 18, 2013

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Obj. Code	Department Name	2013 Approved Actual Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*2.2)	Obj. 113 Available Balance as of 12-18-13	Salary Sweep (Obj. 113)
110043200123001	113	SANITATION PCT.3	877,621.00	33,754.65	74,260.24	97,088.80	(22,828.56)
110044100340001	113	HEALTH ADM	1,255,081.00	48,272.35	106,199.16	107,551.30	(1,352.14)
110044100340003	113	HEALTH CLINICS	2,823,363.00	108,590.88	238,899.95	286,262.11	(47,362.16)
110044400240001	113	HUMAN SERVICES	900,062.00	34,617.77	76,159.09	80,004.90	(3,845.81)
110044400360001	113	CHILD WELFARE	54,759.00	2,106.12	4,633.45	8,059.30	(3,425.85)
110044400370001	113	VETERAN'S SRV	127,404.00	4,900.15	10,780.34	10,967.05	(186.71)
110045200121013	113	PARKS PCT.1	452,833.00	17,416.65	38,316.64	46,053.54	(7,736.90)
110045200122008	113	PARKS PCT.2	338,245.00	13,009.42	28,620.73	36,216.67	(7,595.94)
110045200123008	113	PARKS PCT.3	392,305.00	15,088.65	33,195.04	40,064.83	(6,869.79)
110045200124009	113	PARKS PCT.4	265,365.00	10,206.35	22,453.96	30,864.16	(8,410.20)
110046600122018	113	PCT 2 CRC - SAN JUAN	99,411.00	3,823.50	8,411.70	8,639.90	(228.20)
110046600122082	113	PCT 2 CRC - ALAMO	91,167.00	3,506.42	7,714.13	8,465.33	(751.20)
			63,704,519.00	**2,450,173.81**	**5,390,382.38**	**5,868,213.52**	**(477,831.14)**

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency **477,831.14**

TOTALS **-**

To sweep lapsed salaries (obj. 113) expenditures to the Co. Wide Adm.-Contingency account.

AI-42043 **Budget and Management 11. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $564,119.43 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/23/13 to 12/06/13.

11/23-29/13	$320,712.93
12/01-06/13	$243,406.50
TOTAL	$564,119.43

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 11/23-29/13

BCBS 12/1-6/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/12/2013 03:36 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Angelica M. Tapia Started On: 12/03/2013

Final Approval Date: 12/17/2013

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/23/2013 to 11/29/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	196,610.94
0002-0012	HEAD START	$	47,369.86
0003-0013	APPRAISAL DISTRICT	$	6,227.40
0004-0014	COMMUNITY SERVICE AGENCY	$	1,285.64
0005-0015	DRAINAGE DISTRICT NO.1	$	13,577.88
0006-0016	RETIREES	$	49,772.53
9001-9002	COBRA	$	5,868.68
	STOP LOSS	$	-
	TOTAL	$	320,712.93

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **12/01/2013 to 12/06/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	252,182.81
0002-0012	HEAD START	$	42,246.68
0003-0013	APPRAISAL DISTRICT	$	15,229.42
0004-0014	COMMUNITY SERVICE AGENCY	$	808.26
0005-0015	DRAINAGE DISTRICT NO.1	$	9,638.56
0006-0016	RETIREES	$	20,733.51
9001-9002	COBRA	$	79.97
	STOP LOSS	$	(97,512.71)
	TOTAL	$	243,406.50

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/23/2013 - 11/29/2013 Process Date: 11/27/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/23/2013 - 11/29/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$2,604,829.52	$196,610.94	$57,418.32	$0.00	$139,192.62	1,837
TX433	01	002	HEAD START	$382,069.44	$47,369.86	$17,231.56	$0.00	$30,138.30	446
TX433	01	003	APPRAISAL DISTRICT	$28,317.48	$6,227.40	$3,789.51	$0.00	$2,437.89	113
TX433	01	004	COMMUNITY SERVICE	$6,474.01	$1,285.64	$579.09	$0.00	$706.55	14
TX433	01	005	DRAINAGE DISTRICT	$50,945.70	$13,577.88	$4,182.69	$0.00	$9,395.19	140
TX433	01	006	RETIREES	$113,959.86	$49,772.53	$6,860.57	$0.00	$42,911.96	89
TX433	01	007	COBRA	$10,038.87	$5,868.68	$368.50	$0.00	$5,500.18	3
			STOPLOSS	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$3,196,634.88	$320,712.93	$90,430.24	$0.00	$230,282.69	2,642
			STOPLOSS Total	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$3,161,536.75	$320,712.93	$90,430.24	$0.00	$230,282.69	2,642

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 12/01/2013 - 12/06/2013 Process Date: 12/06/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

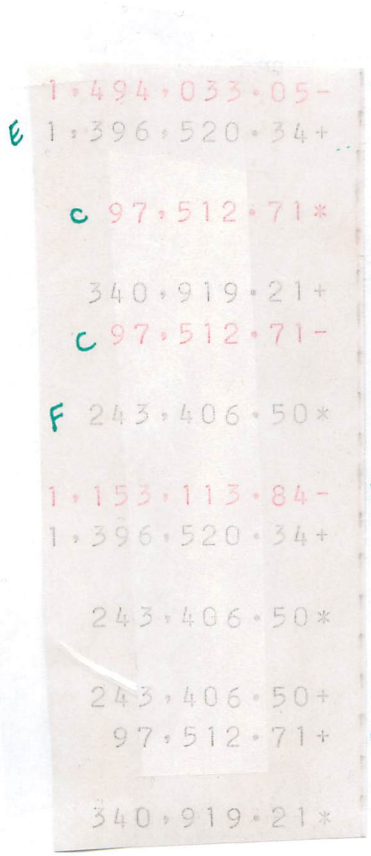
Claim Period: 12/01/2013 - 12/06/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$252,182.81	$252,182.81	$67,344.07	$0.00	$184,838.74	2,607
TX433	01	002	HEAD START	$42,246.68	$42,246.68	$9,631.69	$0.00	$32,614.99	596
TX433	01	003	APPRAISAL DISTRICT	$15,229.42	$15,229.42	$1,868.08	$0.00	$13,361.34	142
TX433	01	004	COMMUNITY SERVICE	$808.26	$808.26	$19.63	$0.00	$788.63	47
TX433	01	005	DRAINAGE DISTRICT	$9,638.56	$9,638.56	$1,795.34	$0.00	$7,843.22	187
TX433	01	006	RETIREES	$20,733.51	$20,733.51	$2,824.10	$0.00	$17,909.41	145
TX433	01	007	COBRA	$79.97	$79.97	$0.00	$0.00	$79.97	4
			STOPLOSS	($1,494,033.05)	($1,494,033.05)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$340,919.21	$340,919.21	$83,482.91	$0.00	$257,436.30	3,728
			STOPLOSS Total	($1,494,033.05)	($1,494,033.05)	$0.00	$0.00	$0.00	0
			Customer Grand Total	($1,153,113.84)	($1,153,113.84)	$83,482.91	$0.00	$257,436.30	3,728

B

A

D



E

11/8/13 LARGE CLAIM NOT PAID ON 11/26/13 W/T CC

C

TRUE STOP LOSS FOR 12/1-6/13 WK

B

F

12/1-6/13 CLAIM PAID NET OF STOP LOSS

D

E

F

F

C

B

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **November 23, 2013 thru December 6, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$564,119.43**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/23/2013 to 12/06/2013 is $564,119.43.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of December 20, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vasquez — 12/12/2013
Employee Benefits Director — Date

12/12/2013
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-42239 **Purchasing Department 12. A.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of Invoice No. 13159-1 in the amount of $181,748.04, from contracted engineer, Chanin Engineering, LLC, in connection with contract C-13-133-07-09, structural engineering services for the "Adult Detention and Law Enforcement Facility Repairs and/or Replacements," after all processing procedures completed by Auditor and County Treasurer will issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-087-0-311

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

BUDGETARY IMPACT:

Funds available as of 12/13/2013. (REF: PO #695452)

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:38 PM
Budget & Management	Debbie Tamez	12/12/2013 04:57 PM
Sylvia Solis	Sylvia Solis	12/13/2013 02:20 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/11/2013 03:29 PM

Final Approval Date: 12/17/2013

CHANIN
ENGINEERING LLC

42239

RECEIVED BY
COUNTY AUDITOR
2013 NOV 15 PM 3 3H

400 NOLANA SUITE N2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 13159-1
Invoice Date: November 7, 2013

Hidalgo County Purchasing Dept.
2812 S. Business Hwy 281
Edinburg, TX 78539
Phone: 956.318.2626

Project No.: 13-159

Project Name:
Hidalgo County Sheriff's Office
Adult Detention Center and
Law Enforcement Center Roof
and Associated Repairs

INVOICE

Description	Schedule Value	% Complete	Prior Billings	This Invoice
Estimated Total Fee				
(Based on 5% of Total Construction Cost) 5% x $5,013.738.15=	$250,686.95			
Design Development (25% of fee)	$62,671.74	100%	$0.00	$62,671.74
Construction Drawings (50% of fee)	$125,343.48	95%	$0.00	$119,076.30
Bidding & Negotiation (5% of fee)	$12,534.35	0%	$0.00	$0.00
Construction Phase (20% of fee)	$50,137.39	0%	$0.00	$0.00
TOTALS:	$250,686.95		$0.00	$181,748.04

Total Amount Due: $181,748.04

Account Summary		
Billed To Date	**Paid To Date**	**Balance Due**
$181,748.04	**$0.00**	**$181,748.04**

P.O. #: 695452
Invoice Received By:
Tapia on: 11-7-13
Good/Services Received By:
Tapia on: 10-30-13

3-100-423-21-280-086-0-311

Luis Chanin

AI-42363 **Purchasing Department 12. B.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Comm. AC Cuellar, Pct. #1 Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for Invoice Payment #20131725 as submitted by TEDSI Infrastructure Group in the amount of $14,440.59 amid Work Authorization No. 2-PO#698569-Contract #C-08-227-12-09 for Professional Engineering Services from Notice to Proceed to October 31, 2013 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-121-039-0-731

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

BUDGETARY IMPACT:

PO# 698569 available balance as of 12-16-13 $40,728.20

Attachments

Invoice #20131725

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 09:54 AM
Budget & Management	Obdett Calzada	12/16/2013 11:38 AM
Manuel Chapa	Manuel Chapa	12/16/2013 02:03 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Vangie Garcia Started On: 12/13/2013 04:14 PM

Final Approval Date: 12/17/2013

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

November 20, 2013
Project No: 2009-1032-02
Invoice No: 20131725

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Project 2009-1032-02 Mile 6 West - Mile 9 to Mile 11

Mile 6 West - Work Authorization No. 2
P. O. No. 698569
Hidalgo County Contract No. C-08-227-02-09

12/3/13 RECEIVED

Professional Services from Notice to Proceed to October 31, 2013
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
General Management-Coordination	65,874.66	5.00	3,293.73	0.00	3,293.73	
Route and Design Studies	74,655.72	5.00	3,732.79	0.00	3,732.79	
Field Survey	32,143.40	9.21	2,960.05	0.00	2,960.05	
Right of Way - Utility Survey	21,418.06	1.04	223.78	0.00	223.78	
Utility Coordination	26,411.65	0.00	0.00	0.00	0.00	
Environmental & Public Involvement	83,972.54	0.65	548.84	0.00	548.84	
Drainage	74,628.00	4.93	3,681.40	0.00	3,681.40	
Pavement Design	28,177.95	0.00	0.00	0.00	0.00	
Total Fee	407,281.98		14,440.59	0.00	14,440.59	
		Total Fee				**14,440.59**

Billing Summary	Current	Prior	To-Date
Total Billings	14,440.59	0.00	14,440.59
Total Fee			407,281.98
Remaining Fee			392,841.39

Total this Invoice **$14,440.59**

PCT. # 1
TXDOT Mile 6 West
-1315 -431-00-121-039-0-731

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: _____ Date: 11/20/13
Craig F. Stong, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Progress Report

TO: Raul Lozano	**DATE:** Nov. 20, 2013
FROM: Craig F. Stong, P.E.	**TEDSI PROJECT NO.:** 2009-1032-02
REFERENCE: Mile 6W – From Mile 9 to Mile 11	

Progress Report for October 2013 Invoice, October 1 to October 31, 2013

General Management & Coordination	TEDSI has begun the management and coordination necessary to put together contracts and begin revisions to the project schematic and supporting documents.
Route and Design Studies	TEDSI has begun work on the urban section of the schematic and rural section schematic revisions.
Field Survey	Work has begun on this task: Establish project controls and begin topo work.
Right of Way - Utility Survey	Work has begun on this task: Establish project controls and begin ROW research.
Utility Coordination	No work under this category was completed for the above referenced period.
Environmental and Public Involvement	Initial work has begun for this task.
Drainage	TEDSI has begun the outfall viability assessment and profile revisions associated with this work category.
Pavement Design	No work under this category was completed for the above referenced period.

AI-42245 **Purchasing Department 12. C.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Comm. AC Cuellar, Pct. #1 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $206,591.27 from Texas Cordia Construction, LLC, contracted vendor for Dimas 2 & 3 Subdivision (Pct. 1) as submitted by TEDSI Infrastructure Group Inc. project engineer (C-CAP-12-112-12-28.)

BACKGROUND

Note, contractor is aware of required corrections. Revised/Corrected application request will be submitted for payment process to Auditor's Dept.

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-121-230-1-731/733

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

BUDGETARY IMPACT:

P.O.689808 - Note, contractor is aware of required corrections. Revised/Corrected application request will be submitted for payment process to Auditor's Dept.

Attachments

Application for Payment No.1 Final Dimas No.2 & 3 Subdivision

Excuted Contract Dimas No.2 & 3 Subdivision

Change Order No.2 Dimas No.2 & 3 Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	12/12/2013 03:01 PM
Purchasing Department	Marty Salazar	12/13/2013 11:32 AM
Budget & Management	Debbie Tamez	12/13/2013 01:12 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 04:46 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Marcie Jackson Started On: 12/12/2013 11:24 AM

Final Approval Date: 12/17/2013

APPLICATION FOR PAYMENT NO.1 FINAL

To: **HIDALGO COUNTY** (OWNER)
From: **TEXAS CORDIA CONSTRUCTION, LLC** (CONTRACTOR)
Contract: **C-CAP-12-112-12-28**
Project: **ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 2 AND 3 SUBDIVISION**
Owner's Contract No. **C-CAP-12-112-12-28** Engineer's Project No. _____
For Work accomplished through the date of: **November 15, 2013**

1. Original Contract Price:	$232,566.82
2. Net change by Change Order and Written Agreements(+or-):	-$3,020.97
3. Current Contract Price (1 plus 2):	$229,545.85
4. Total completed and stored to date:	$229,545.85
5. Retainage (per Agreement):	
10% of completed Work: $22,954.59	
_____ of stored material _____	
Total Retainage:	$22,954.59
6. Total completed and stored to date less retainage (4 minus 5)	$206,591.27
7. Less previous Application for Payments:	$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$206,591.27

RECEIVED 12/3/13

Accompanying Documentation:

APPLICATION FOR PAYMENT
ESTIMATE AND QUANTITY
SCHEDULE OF VALUES
LIST OF SUPPLIERS AND SUB CONTRACTORS
PARTIAL WAIVER OF LIENS

REQ#232784 P.O.# 689808
3-1312-431-00-121-230-1-731=$163,231.89
<-16,323.19>=$146,908.70

REQ#232784 P.O.# 689808
3-1312-431-00-121-230-1-733=$66,313.96
<-6,631.40>=$59,682.56

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such lien, security interest or encumbrance); and (3) all work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 11/25/13

TEXAS CORDIA CONSTRUCTION, LLC
CONTRACTOR
Yara M. Corbitt, President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th day of Nov 2013

Notary Public
My Commission expires: 12/3/17

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Payment of the above AMOUNT DUE ~~THIS APPLICATION is recommended~~;

Date: 11/25/13

TEDSI Infrastructure Group Inc
ENGINEER
Jose A .Sanchez, P.E.

Texas Cordia Construction, LLC	Contract Name
4/17/2013	Starting Date
9/14/2013	Project Ending Date
10%	Retainage Percent

Application No.	1
Application Date	11/22/2013
Period To	11/15/2013
Engineer Firm	TEDSI Infrastructure Group, Inc.

SUMMARY

CSJ#	Project Name	Original Scheule	Revised Schedule Value	Payment Application	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080329	Dimas 2 & 3	$ 232,566.82	$ 229,545.85	$ 229,545.85	$ 229,545.85	$ -	$ 22,954.59	$ 206,591.26	$ -	$ 206,591.26

Texas Cordia Construction, LLC Contractor Name
04-17-2013 Starting Date
09-14-2013 Project Ending Date
Road & Drainage Construction for Dimas 2 & 3 Subdivision Engineer's / County Project Description

Application No.: 1
Application Date: 11-22-2013
Period To: 11-15-2013
Engineer's/County Project No.: C-CAP-12-112-12-28

					Original Schedule Value			Revised Schedule		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	0100	PREPARING ROW	STA	$153.81	22.78	$3,503.79	$153.81	22.78	$3,503.79	22.78	22.78	$3,503.79							$3,503.79	0	$0.00
2	0110	EXCAVATION (ROADWAY)	CY	$6.70	1927	$12,910.90	$6.70	1450	$9,715.00	1450	1450	$9,715.00							$9,715.00	0	$0.00
3	0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$5.31	71	$377.01	$5.31	71	$377.01	71	71	$377.01							$377.01	0	$0.00
4	0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	$0.83	6894	$5,722.02	$0.83	6894	$5,722.02	6894	6894	$5,722.02							$5,722.02	0	$0.00
5	0168	VEGETATIVE WATERING	MG	$3.96	206.9	$819.32	$3.96	206.9	$819.32	206.9	206.9	$819.32							$819.32	0	$0.00
6	0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	$6.18	7223	$44,638.14	$3.94	7223	$28,458.62	7223	7223	$28,458.62							$28,458.62	0	$0.00
7	0260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	$261.16	54.3	$14,180.99	$261.16	54.3	$14,180.99	54.3	54.3	$14,180.99							$14,180.99	0	$0.00
8	0260	LIME TRT(NEW BASE)(8")	SY	$1.17	7223	$8,450.91	$0.97	7223	$7,006.31	7223	7223	$7,006.31							$7,006.31	0	$0.00
9	0310	PRIME COAT (MC-30)	GAL	$5.89	1228	$7,232.92	$5.89	1228	$7,232.92	1228	1228	$7,232.92							$7,232.92	0	$0.00
10	0340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	$10.31	6136	$63,262.16	$10.31	6136	$63,262.16	6136	6136	$63,262.16							$63,262.16	0	$0.00
11	0500	MOBILIZATION	LS	$4,432.70	1	$4,432.70	$4,432.70	1	$4,432.70	1	1	$4,432.70							$4,432.70	0	$0.00
12	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,899.00	3	$5,697.00	$1,899.00	3	$5,697.00	3	3	$5,697.00							$5,697.00	0	$0.00
13	0644	INS SM SN SUP&AM TY 10BWG(2)SA(P)	EA	$484.83	6	$2,908.98	$484.83	6	$2,908.98	6	6	$2,908.98							$2,908.98	0	$0.00
14	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$0.35	4263	$1,492.05	$0.35	4263	$1,492.05	4263	4263	$1,492.05							$1,492.05	0	$0.00
15	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	$8.31	36	$299.16	$8.31	36	$299.16	36	36	$299.16							$299.16	0	$0.00
16	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	$0.42	490	$205.80	$0.42	490	$205.80	490	490	$205.80							$205.80	0	$0.00
17	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	$0.44	610	$268.40	$0.44	610	$268.40	610	610	$268.40							$268.40	0	$0.00
18	0251	REWORK BS MTL(TY D)(8")(DENS CONT)	SY			$0.00	$1.51	5066	$7,649.66	5066	5066	$7,649.66							$7,649.66	0	$0.00
		Total Roadway				**$176,402.25**			**$163,231.89**			**$163,231.89**							**$163,231.89**		**$0.00**
		(906) DRAINAGE																			
1	0464	RC PIPE (CL III)(18 IN)	LF	$31.50	156	$4,914.00	$31.50	156	$4,914.00	156	156	$4,914.00							$4,914.00	0	$0.00
2	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	$10.87	78	$847.86	$10.87	78	$847.86	78	78	$847.86							$847.86	0	$0.00
3	0530	DRIVEWAY (CONC)	SY	$42.92	537	$23,048.04	$42.92	662	$28,413.04	662	662	$28,413.04							$28,413.04	0	$0.00
4	0530	DRIVEWAY (ACP)	SY	$20.29	423	$8,582.67	$20.29	484	$9,820.36	484	484	$9,820.36							$9,820.36	0	$0.00
5	0531	CONC SIDEWALKS (4")	SY	$58.04	20	$1,160.80	$58.04	20	$1,160.80	20	20	$1,160.80							$1,160.80	0	$0.00
6	4378	THERMOPLASTIC PIPE (15")(TY III)	LF	$24.46	720	$17,611.20	$24.46	865	$21,157.90	865	865	$21,157.90							$21,157.90	0	$0.00
		Total Drainage				**$56,164.57**			**$66,313.96**			**$66,313.96**							**$66,313.96**		**$0.00**
		TOTAL BASE AMOUNTS:				**$232,566.82**			**$229,545.85**			**$229,545.85**							**$229,545.85**		**$0.00**

Jose A. Sanchez
Print Name

11/22/2013
Date

Signature

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Texas Cordia Construction, LLC

PROJECT NO. Dimas 2 & 3 COUNTY HIDALGO DATE WORK BEGAN 04-17-2013

TIME COMPUTED FROM 04-17-2013 DATE WORK COMPLETED 09-14-2013

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
				NTP ISSUED 04-08-2012. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 150 CALENDAR DAYS 04-17-2013
RFP 01				
APRIL	17-30	14	14	WORK ON HOLD DUE TO PENDING CHANGE ORDER 1
MAY	1-31	31	31	WORK ON HOLD DUE TO PENDING CHANGE ORDER 1
JUNE	1-30	30	11	CHANGE ORDER 1 RECEIVED 06-11-2013 VIA EMAIL. WORK STARTED 06-12-2013.
JULY	1-31	31		
AUGUST	1-31	31	6	RAIN DAYS 21, 22, 26, 27, 28, 29.
SEPTEMBER	1-30	30	9	CHANGE ORDER 2 SUBMITTED 08-27-2013. APPROVAL RECEIVED 09-04-2013 VIA EMAIL.
OCTOBER	1-31	31		
NOVEMBER	1-15	15		
TOTAL		213	71	

NO. OF CONTRACT WORKING DAYS 150 NO. WORKING DAYS CHARGED TO DATE 213-71 = 142

ASSESSED LIQUIDATED DAMAGES: NO. DAYS _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) _____

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

Purchase Order

COUNTY OF HIDALGO

PO#: 689808

DATE: 03/21/13

VENDOR: 404322 REQ:00232784

FAX (956)386-0289 Email:yara@texascordia.com BUYER:

Phone:(956)971-0289

TEXAS CORDIA CONSTRUCTION, LLC
3123 S. SUGAR RD., ST. D
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Vendor Acct:

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions:

Contract No: C-CAP-12-112-12-28

RMA#1315

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		OPTION TO INCREASE OR DECREASE P.O. DIMAS 2 & 3 SUBDIVISION C-CAP-12-112-12-28 APPROVED BY C.C. AI-37473 3/12/13 GASB# Alabama Street Road#330 Section B, Rural BTUM, California Street Road#331 Section B, Rural BTUM, Deleware Street Road#332 Section B, Rural BTUM		
1	EACH	CC DIMAS 2 & 3 SUBDIVISION - ROADS	166,296.25	166,296.25
1	EACH	CC DIMAS 2 & 3 SUBDIVISION - DRAINAGE DITCHES	56,164.57	56,164.57
1	EACH	CC PCT.1 DIMAS 2 & 3 SUBDIVISION - ROADS	10,106.00	10,106.00
		BORDER COLONIA ACCESS PROGRAM - DIMAS 2 & 3 SUBDIVISION		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		232,566.82
		**********		
		For Hidalgo County use only		
		3-1200-431-00-121-230-0-731 10,106.00		
		3-1312-431-00-121-230-1-731 166,296.25		
		3-1312-431-00-121-230-1-733 56,164.57		
		Approved		

Authorized by: Martha L. Salazar

HIDALGO COUNTY

CONTRACT
FOR

C-CAP-12-112-12-28
"ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"

IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1

STATE OF TEXAS
JOSE A. SANCHEZ
87890
LICENSED
PROFESSIONAL ENGINEER

02/05/2013

Prepared by:

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE Firm No. 1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

TABLE OF CONTENTS
CAP-12-112-11-07-YSI
ROAD & DRAINAGE CONSTRUCTION OF
DIMAS #2 & #3 SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Hidalgo County Specifications as per 340
    c. Government Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) **Exhibit E**
    a. Checklist
    b. Change Order
    c. Payment of Application
    d. Estimate Quantity Update
    e. Schedule of Values
    f. Contract Time Statement

g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:

CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #2 & #3 SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572,** Phone No **(956) 424-7898** for the amount of **$100.00 each.** 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, OCTOBER 31, 2012** at **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #2 & #3 SUBDIVISION"

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, NOVEMBER 07, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **1ST day of APRIL 10, 2012.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-12-112-11-07-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1 - ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 07, 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: **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **" HIDALGO COUNTY PRECINCT NO. 1 - ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program
301 E. State St
Pharr TX 78577
Attn: Marcie Jackson

17. Schedule of Events

Bid Opening, 9:30 AM	**November 07**, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

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.

COPY

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 1
"ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"
BID NO.: CAP-12-112-11-07-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2802 S Business Hwy 281
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
Edinburg, Texas 78539
(Southeast corner of Canton Rd & Business 281)

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:	Texas Cordia Construction, LLC
Address:	3123 S. Sugar Rd., Ste. D, Edinburg, Texas 78539
By:	Corbitt, PE
Printed Name:	Yara M. Corbitt
Title:	President

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 **November 07, 2012** at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Access Colonia Project Round **3**
Grant No. _____
Subdivision Name: **DIMAS #2 & #3**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days thereafter. **150** consecutive calendar days breakdown as follows: **90** days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within **90** consecutive calendar days and/or all construction is not completed within **150** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **$200.00** 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 **TEDSI Infrastructure Group 1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BORDER COLONIA ACCESS PROJECT - HIDALGO COUNTY PRECINCT NO 1

CAP-12-112-11-07-YSI "ROAD AND DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	22.78	STA	PREPARING ROW	ONE HUNDRED FIFTY THREE	Dollars	$ 153.81	$ 3,503.79
				EIGHTY-ONE	Cents		
0110	1927	CY	EXCAVATION (ROADWAY)	SIX	Dollars	$ 6.70	$ 12,910.90
				SEVENTY	Cents		
0132	71	CY	EMBANKMENT(FINAL)(DENS CONT)(TY C)	FIVE	Dollars	$ 5.31	$ 377.01
				THIRTY-ONE	Cents		
0164	6894	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLA	ZERO	Dollars	$ 0.83	$ 5,722.02
				EIGHTY-THREE	Cents		
0168	206.9	MG	VEGETATIVE WATERING	THREE	Dollars	$ 3.96	$ 819.32
				NINETY-SIX	Cents		
0247	7223	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SIX	Dollars	$ 6.18	$ 44,638.14
				EIGHTTEEN	Cents		
0260	54.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TWO HUNDRED SIXTY ONE	Dollars	$ 261.16	$ 14,180.99
				SIXTEEN	Cents		
0260	7223	SY	LIME TRT(NEW BASE)(8")	ZERO	Dollars	$ 1.17	$ 8,450.91
				EIGHTY	Cents		
0310	1228	GAL	PRIME COAT(MC-30)	FIVE	Dollars	$ 5.89	$ 7,232.92
				EIGHTY-NINE	Cents		
0340	6136	SY	D-GR HMA(METH)TY-D SAC-B PG64-22	TEN	Dollars	$ 10.31	$ 63,262.16
				THIRTY-ONE	Cents		
0500	1	LS	MOBILIZATION	FOUR THOUSAND FOUR HUNDRED THIRTY TWO	Dollars	$ 4,432.70	$ 4,432.70
				SEVENTY	Cents		
0502	3	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	ONE THOUSAND EIGHT HUNDRED NINETY-NINE	Dollars	$ 1,899.00	$ 5,697.00
				ZERO	Cents		
0531	20	SY	CONC SIDEWALKS(4")	FIFTY EIGHT	Dollars	$ 58.04	$ 1,160.80
				FOUR	Cents		
0644	6	EA	INS SM RD SN SUP&AM TY 10BWG(2)SA(P)	FOUR HUNDRED EIGHTY-FOUR	Dollars	$ 484.83	$ 2,908.98
				EIGHTY-THREE	Cents		
0666	4263	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	ZERO	Dollars	$ 0.35	$ 1,492.05
				THIRTY FIVE	Cents		
0666	36	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	EIGHT	Dollars	$ 8.31	$ 299.16
				THIRTY ONE	Cents		
0666	490	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	ZERO	Dollars	$ 0.42	$ 205.80
				FOURTY TWO	Cents		
0666	610	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	ZERO	Dollars	$ 0.44	$ 268.40
				FOURTY FOUR	Cents		
				ROADWAY IMPROVEMENTS TOTAL		$ 177,563.05	

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0464	156	LF	RC PIPE(CL III)(18 IN)		Dollars	$31.50	$ 4,914.00
					Cents		
0506	78	LF	TEMPORARY SEDIMENT CONTROL FENCE		Dollars	$10.87	$ 847.86
					Cents		
0530	537	SY	DRIVEWAYS(CONC)		Dollars	$42.92	$ 23,048.04
					Cents		
0530	423	SY	DRIVEWAYS(ACP)		Dollars	$20.29	$ 8,582.67
					Cents		
4378	720	LF	THERMOPLASTIC PIPE(15 IN)(TY III)		Dollars	$24.46	$ 17,611.20
					Cents		
				DRAINAGE IMPROVEMENTS TOTAL		$55,003.77	

GRAND TOTAL	$ 232,566.82

OPENED 9:35 11-07-12 Witnessed

BIDDER/COMPANY NAME: TEXAS CORDIA CONSTRUCTION, LLC

AUTHORIZED SIGNATURE: [signature] PE

PRINTED NAME: YARA M. CORBITT

TITLE: PRESIDENT

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid [illegible] days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of (5% of Greatest Amount Bid) Eleven thousand six hundred twenty eight & 34/100 Dollars ($11,628.34), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

Texas Cordia Construction, LLC
Name of Firm

By: _____ 11/6/12
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

3123 S. Sugar Rd., Ste. D
Address

Edinburg, Texas 78539

956-971-0289
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Bond No. SU01053

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Texas Cordia Construction, LLC**

_____ of **Edinburg, Texas**

(hereinafter called the Principal), as Principal, and

SureTec Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

_____ Dollars ($ **5% G.A.B.**)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Road & Drainage Construction of Dimas #2 & #3 Subdivision BCAP Rnd 3. Pct. 1

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **November**, **2012**.

Texas Cordia Construction, LLC

Principal

Witness

By: _____, PE President

Title

SureTec Insurance Company

By _____

Justin McQuain, Attorney-in-Fact

POA #: 4221392

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rhesa F. Boulton, Rosalyn D. Hassell,
Scott D. Chapman, Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Ilia

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of November, 2012, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-112-12-28

This Agreement, entered into this **28th** day of **December, 2012** by and between Hidalgo County (hereinafter called the "OWNER," and, **Texas Cordia Construction, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION

Hereinafter called the project, for the sum of **Two-hundred Thirty-two thousand Five-hundred Sixty-six Dollars and Eighty-two Cents ($232,566.82)** 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 **TEDSI Infrastructure Group Inc**, 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** 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 six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **December 28 ,2012**

CONTRACTOR: _____
Print Name & Title: Yara M. Cordia; President
Name of Firm: Texas Cordia Construction, LLC

Address: 3123 S. Sugar Rd. Ste B
Edinburg, TX 78539
Fed I.D. #/SS #: 45-2590990 / 454-85-7371

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of January,

2013, by PRESIDENT (Title) Of and on behalf of TEXAS CORDIA CONSTRUCTION, LLC (A corporation)

Alma Alvarez
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Dept. of County Affairs
100 N. Closner, Room303
Edinburg, Texas 78539

ALMA ALVAREZ
MY COMMISSION EXPIRES
March 25, 2016

BY: Approve as to Form
Assistant District Attorney
Michael L. Garza

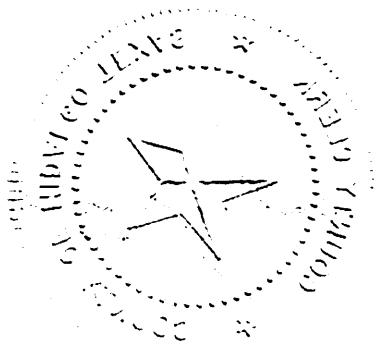
ATTEST:

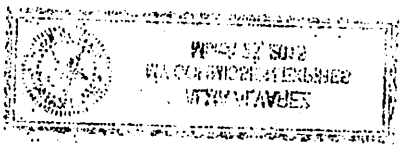
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/12/13





NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Yara M. Corbitt, being first duly sworn, deposes and says that:

(1) SHe is Yara M. Corbitt, of Texas Cordia Construction, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Yara M. Corbitt

President

(Title)

Subscribed and sworn to before me on this 7th

Day of November, 2012

Alma Alvarez

Title ALMA ALVAREZ

ALMA ALVAREZ
MY COMMISSION EXPIRES
March 25, 2016

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction, LLC, a (2) Limited Liability Company, hereinafter called Principal and (3) SureTec Insurance Company of Texas, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County 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 Two Hundred Thirty Two Thousand Five Hundred Sixty Six & 82/100 232,566.82) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, 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) Hidalgo County, the Owner, dated the 28th day of December, A.D. 20 12, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #__ BORDER ACCESS COLONIA PROJECT
Road & Drainage Construction of DIMAS #2 & #3 **SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 10th day of January, A.D., ~~2013~~ 2013.

ATTEST:

Jason Heredia VP
(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal Texas Cordia Construction, LLC

By
Jura Corbitt, President

(Address) 3123 S. Sugar Rd., Ste. D, Edinburg, TX 78539

Telephone Number: 956-971-0289

SureTec Insurance Company
Surety

ATTEST:

Stacy Owens
(Surety) Secretary Stacy Owens

(Seal)

Kim Nash
Witness as to Surety Kim Nash

25025 I-45 N. Frwy, Ste. 525, The Woodlands, TX 77380
(Address)

By
Justin McQuain, Attorney-in-Fact

(Address) 1330 Post Oak Blvd., Ste. 1100, Houston, TX 77056

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: 713-812-0800

2013

Bond No. 4388734

PERFORMANCE BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction,LLC, a (2) Limited Liability Company OF Texas, hereinafter called Principal and (3) SureTec Insurance Company of Austin, State of Texas, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Texas, hereinafter called Owner, in the penal sum of Two Hundred Thirty Two Thousand Five Hundred Sixty Six & 82/100 ($ 232,566.82) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, 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) Hidalgo County, the Owner, dated the 28th day of December, A.D. 2012, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # BORDER ACCESS COLONIA PROJECT
Road & Drainage Construction of DIMAS #2 & #3 **SUBDIVISION**
hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(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
(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 10th day of January, 2013. A.D.

ATTEST:

Jason Hendrix VP

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal Texas Cordia Construction, LLC

By Yara Cordia President

(Address) 3123 S. Sugar Rd., Ste. D, Edinburg, TX 78539

Telephone Number: 956-971-0289

ATTEST:

Stacy Owens

(Surety) Secretary Stacy Owens

(Seal)

Kim Nash

Witness as to Surety Kim Nash

25025 I-45 N Frwy, Ste. 525, The Woodlands, TX 77380

(Address)

SureTec Insurance Company

By

Justin McQuain, Attorney-in-Fact

(Address) 1330 Post Oak Blvd., Ste. 1100, Houston, TX 77056

Telephone Number: 713-812-0800

NOTE: If Contractor is a partnership, all partners should execute bond.

POA #: 4221392

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell,
Scott D. Chapman, Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of January, 2013, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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, Yara M. Corbitt, authorized representative for Texas Cordia Construction, LLC,
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: $ 1,000,000 General Liability: $

☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

11/6/12
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Yara M. Corbitt, possess all of the APPLICABLE:

1. Licenses: Professional Engineer (Tx#100129).
2. Bonds: Impact Risk Solutions (Bid, Payment/Performance 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.

Corbitt, PE
Authorized Signature

11/6/12
Date

Texas Cordia Construction, LLC
Company

3123 S. Sugar Rd., Ste. D
Address

Edinburg, Texas 78539
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: SILVERHORN INS GROUP 1727 W. UNIVERSITY DR EDINBURG TX 78539	CONTACT NAME: DAVID*SALAZAR PHONE (A/C, No, Ext): (956) 739-8085 FAX (A/C, No): (956) 720-0257 E-MAIL ADDRESS:
INSURED: TEXAS CORDIA CONSTRUCTION LLC 3123 S. SUGAR ROAD STE #D EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: CATLIN SPECIALTY INS CO — 15989 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00006769** **REVISION NUMBER: 00007481**

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 (M/M/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		4202300236	12/12/2012	12/12/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[X] 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER STATE FARM INSURANCE JUAN CAZARES 1408 S CLOSNER BLVD. EDINBURG, TX. 78539	CONTACT NAME: JUAN CAZARES/ROSALINDA SANDOVAL PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761 E-MAIL ADDRESS: ROSALINDA.SANDOVAL.M1A2@STATEFARM.COM
INSURED CORBITT, MARK D & YARA M 3123 S SUGAR RD STE D EDINBURG, TX. 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			155 3297-C30-53B-001	09/30/2012	03/30/2013	BODILY INJURY (Per person)	$ 1,000,000
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

06 GMC YUKON XL 3GKGK26G26G198131

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2812 S BUSINESS HWY 281 EDINBURG, TX. 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Juan Cazares

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SUMMARY OF
INSURANCE:

VEHICLE
INFORMATION

DATE 01/28/2013

PRODUCER:

STATE FARM /JUAN CAZARES
1408 S CLOSNER BLVD.
EDINBURG, TX. 78539

APPLICANT NAME AND MAILING
ADDRESS:

CORBITT, MARK D & YARA M
2312 S SUGAR RD STE D
EDINBURG, TX. 78539

POLICY: 155-3297-C30-53B-
001

09/30/2012 to 03/30/2013

YEAR	MAKE	MODEL		VIN#
2006	GMC	YUKON	XL	3GKGK26G26G198131

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER 956-739-8085 956-720-0257 SILVERHORN INSURANCE GROUP 1727 W. UNIVERSITY DR. EDINBURG, TX 78539	CONTACT NAME: DAVID D. SALAZAR JR PHONE (A/C, No, Ext): 956-739-8085 FAX (A/C, No): 956-720-0257 E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM
INSURED +1 (956) 789-028 TEXAS CORDIA CONSTUCTION, LLC 3123 S. SUGAR RD STE D Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : TEXAS MUTUAL INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 01142013 **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						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
X	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A	✓	TSF-0001246028	12/19/12	12/19/13	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)

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 **TEDSI Infrastructure Group**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(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 instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful perfomance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the perfomance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

ITEM 3. Scope of Work

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

ITEM 5. Control of the Work

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8. Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

ITEM 100. Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

ITEMS 134. Backfilling Pavement Edges

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

ITEM 164. Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture

Seed mixture shall be as specified under Item 164.

ITEM 166. Fertilizer

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.

ITEM 216. Proof Rolling

Work shall be done in accordance to Item 216, 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.

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
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

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.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

ITEM 251. Reworking Base Material

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260. Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. Asphalt's, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 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 for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

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 Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 314. Emulsified Asphalt Treatment

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

ITEM 400. Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 420. Concrete Structures

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

ITEM 421. Portland cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Air entrain all concrete used in Drilled Shafts.

ITEM 432. Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

ITEM 462. Concrete Box Culverts and Strom Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464. Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. 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.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 466. Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

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 471. Frames, Grates, Rings and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496. Removing Old Structures

Store the following items to be salvaged at a location designated by the Engineer:

ITEM 502. Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

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 replacement 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.

ITEM 504. Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

ITEM 508. Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. Public & Private Driveways

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 531. Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 538. Right of Way Markers

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

ITEM 540. Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

ITEM 542. Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544. Guardrail End Treatments

Label "end treatment type" on backside of unit at time of installation.

ITEM 552. Wire Fence

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

ITEM 585. Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

ITEM 677, Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

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 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX APSHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION'
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

SPECIAL SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035 BLADE LEVEL-UP

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX APSHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

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: Corbitt, PE
Print Name: Yara M. Corbitt, PE
Title: President
Telephone Number: 956-971-0289
Date: 11/6/12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Texas Cordia Construction, LLC

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.)
3123 S. Sugar Rd., Ste. D

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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
| 4 | 5 | 2 | 5 | 9 | 0 | 9 | 9 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. 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 ▶ Goldsmith, PE Date ▶ 11/6/12

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.

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: Texas Cordia Construction, LLC Telephone No. (956) 971-0289

dba Name: Texas Cordia Construction, LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3123 S. Sugar Rd., Ste D Fax No. (956) 386-0289

Physical Address: 3123 S. Sugar Rd., Ste D

City, State, Zip Edinburg, TX 78539 Tax I.D. No. 45-2590990

Remit to Address : 3123 S. Sugar Rd., Ste. D City, State, Zip Edinburg, TX 78539

E-Mail Address: yara@texascordia.com

Representative(s) Name(s) & Title(s) Yara M. Corbitt, President; Isaac Heredia, Vice-President

Type of Organization (check one): ____ Individual __x__ Partnership ____ Corporation ____Non-Profit
__x__ 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: Texas Date: June 2011 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __x__ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Yara M. Corbitt, PE

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?: Highway/Heavy Civil Construction 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.:

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.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2012-2357401
As
Recorded On: November 07, 2012 Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST QUES

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2357401
Receipt Number: 1315613
Recorded Date/Time: November 07, 2012 08:11A

User / Station: T Rivera - Cash Station 01

Record and Return To:

TEXAS CORDIA CONSTRUCTION
ORIGINAL RETURNED TO CUSTOMER
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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.

Texas Cordia Construction, LLC (Yara M. Corbitt)

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Yara M. Corbitt

Signature of person doing business with the governmental entity

11/6/12

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 28th day of December, 20 12.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

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

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No. 1215-0149
Expires: 03/31/2006

PAYROLL NO FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
			O																	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date: _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs.	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	
Steel Worker (Reinforcing)	$ 14.07	

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
10% of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ 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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
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

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
Manager

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, Manager

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
Hidalgo County Judge

Exhibit E-M

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

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Your Tax Dollars at Work
Hidalgo County Pct 1

A.C. Cuellar, Jr., Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Dimas #2 & #3 Subdivision Paving Projects

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
A.C. Cuellar, Jr.	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: _____

Engineer: TEDSI Infrastructure Group Inc.

CHANGE ORDER #2

PROJECT: HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION

DATE OF ISSUANCE: August 28, 2013 **EFFECTIVE DATE:** September 04, 2013

OWNER: HIDALGO COUNTY
OWNER's Contract No. C-CAP-12-112-12-28

CONTRACTOR: Texas Cordia Construction LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Add new driveways, changed driveways from ACP to concrete, changed item-code
2.
3.
4.
5.
6.

Reason for Change Order:
1. Driveways constructed after plans completion. Match existing concrete type
2.
3.
4.
5.
6.

Attachments: Change Order No 2 Tabulations Dimas 2 & 3 Subdivision
Revised plan sheets

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 232,566.82		Original Contract Time for Substantial Completion: 150 calendar days or dates
Net Changes from previous Change Order $ (13,170.36)		Net change from previous Change Orders calendar days
Contract Price prior to this Change Order $ 219,396.46		Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates
Net Increase (decrease) of this Change Order $ 10,149.39		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 229,545.85	Net % increase (decrease) from original contract price. (1.30) %	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 08/27/2013

APPROVED:
By: _____
Owner (Authorized Signature)
Date: 9-4-13

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 8/30/13

CHANGE ORDER NO. 2 TABULATION

HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION (C-CAP-12-112-12-28)

Item	Original Plan Qty	Change Order #1 Qty	Change Order #2 Qty	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
(905) ROADWAY												
0100	22.78			STA	PREPARING ROW	$153.81		$3,503.79	$0.00	$3,503.79	$0.00	$3,503.79
0110	1927	-477		CY	EXCAVATION (ROADWAY)	$6.70		$12,910.90	-$3,195.90	$9,715.00	$0.00	$9,715.00
0132	71			CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	$5.31		$377.01	$0.00	$377.01	$0.00	$377.01
0164	6894			SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	$0.83		$5,722.02	$0.00	$5,722.02	$0.00	$5,722.02
0168	206.9			MG	VEGETATIVE WATERING	$3.96		$819.32	$0.00	$819.32	$0.00	$819.32
0247	7223			SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$6.18	$3.94	$44,638.14	-$16,179.52	$28,458.62	$0.00	$28,458.62
0260	54.3			TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	$261.16		$14,180.99	$0.00	$14,180.99	$0.00	$14,180.99
0260	7223			SY	LIME TRT(NEW BASE)(8")	$1.17	$0.97	$8,450.91	-$1,444.60	$7,006.31	$0.00	$7,006.31
0310	1228			GAL	PRIME COAT (MC-30)	$5.89		$7,232.92	$0.00	$7,232.92	$0.00	$7,232.92
0340	6136			SY	D-GR HMA(METH) TY-D SAC-B PG64-22	$10.31		$63,262.16	$0.00	$63,262.16	$0.00	$63,262.16
0500	1			LS	MOBILIZATION	$4,432.70		$4,432.70	$0.00	$4,432.70	$0.00	$4,432.70
0502	3			MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,899.00		$5,697.00	$0.00	$5,697.00	$0.00	$5,697.00
0644	6			EA	INS SM SN SUP&AM TY 10BWG(2)SA(P)	$484.83		$2,908.98	$0.00	$2,908.98	$0.00	$2,908.98
0666	4263			LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$0.35		$1,492.05	$0.00	$1,492.05	$0.00	$1,492.05
0666	36			LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$8.31		$299.16	$0.00	$299.16	$0.00	$299.16
0666	490			LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$0.42		$205.80	$0.00	$205.80	$0.00	$205.80
0666	610			LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$0.44		$268.40	$0.00	$268.40	$0.00	$268.40
0251		5066		SY	REWORK BS MTL(TY D)(8")(DENS CONT)		$1.51		$7,649.66	$7,649.66	$0.00	$7,649.66
					Total Roadway:			$176,402.25	-$13,170.36	$163,231.89	$0.00	$163,231.89
(906) DRAINAGE												
0464	156			LF	RC PIPE (CL III)(18 IN)	$31.50		$4,914.00	$0.00	$4,914.00	$0.00	$4,914.00
0506	78			LF	TEMPORARY SEDIMENT CONTROL FENCE	$10.87		$847.86	$0.00	$847.86	$0.00	$847.86
0530	537		125	SY	DRIVEWAY (CONC)	$42.92		$23,048.04	$0.00	$23,048.04	$5,365.00	$28,413.04
0530	423		61	SY	DRIVEWAY (ACP)	$20.29		$8,582.67	$0.00	$8,582.67	$1,237.69	$9,820.36
0531	20			SY	CONC SIDEWALKS (4")	$58.04		$1,160.80	$0.00	$1,160.80	$0.00	$1,160.80
0481	720		145	LF	PVC PIPE(SDR-35)(15 IN)	$24.46		$17,611.20	$0.00	$17,611.20	$3,546.70	$21,157.90
					Total Drainage:			$56,164.57	$0.00	$56,164.57	$10,149.39	$66,313.96
					GRAND TOTAL:			$232,566.82	-$13,170.36	$219,396.46	$10,149.39	$229,545.85

AI-42240 **Purchasing Department 12. D.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment of Invoice #2013-00143 in the amount of $167,310.00 submitted by contracted architect, ERO Architects in connection with, "Schematic Design Phase for the New Hidalgo County Courthouse"C-13-122-07-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-125-035-0-720

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

BUDGETARY IMPACT:

PO# 697600

Attachments

Invoice

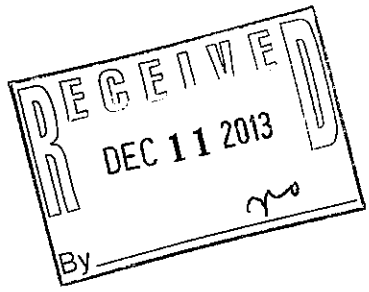
Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:48 PM
Budget & Management	Debbie Tamez	12/13/2013 08:36 AM
Glinda Pacheco	Glinda Pacheco	12/13/2013 02:41 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/11/2013 03:50 PM

Final Approval Date: 12/17/2013

eroarchitects



INVOICE

BILL TO

Ms. Martha Salazar, CPPB
Hidalgo County Purchasing Agent
2812 South Business Highway 281
Edinburg, TX 78539

Project Description:: Hidalgo County Judicial Complex - SD

Per AIA Document B101 - Article 11.1

Fixed Fee = $836,550

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
2013-00143	Dec 04, 2013	Jan 03, 2014	13015	**$167,310.00**

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase completed	Amount billed	% Complete	Value of completed	Amount Remaining
02 Schematic Design	100.00%	$836,550.00	40.00%	$334,620.00	60.00%	$167,310.00	$334,620.00
	100.00%	**$836,550.00**	**40.00%**	**$334,620.00**	**20.00%**	**$167,310.00**	**$334,620.00**

Invoice Total: **$167,310.00**

Please make payments to ERO Architects. Late payments are subject to penalty fees.

300 S. 8th St. | McAllen, TX 78501 | T 956 661 0400 | F 956 661 0401 | eroarchitects.com

AI-42244 **Purchasing Department 12. E.**

CC CONSENT

Meeting Date: 12/20/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4

1. Acceptance and approval of request for payment of invoice # 11324642 for $32,064.49 through Work Authorization #1 submitted by L&G Engineers Inc for the 10th Street Extension Project (Limits: SH107 to FM 1925) under contract C-12-126-10-16 (PO# 688820).

2. Acceptance and approval of request for payment of invoice # 11324647 for $18,346.00 through Work Authorization #1 submitted by L&G Engineers Inc for the FM 1925 Project (Limits: Kenyon Rd to FM 907) under contract C-11-234-09-13 (PO# 663995).

3. Acceptance and approval of request for payment of invoice # 11324643 for $178,394.70 through Work Authorization #2 submitted by L&G Engineers Inc for the 10th Street Extension Project (Limits: SH107 to FM1925) under contract C-12-126-10-16 (PO# 700265).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

Inv # 11324642 PO# 688820
Inv # 11324647 PO# 663995
Inv # 11324643 PO# 700265
Funds available as of 12/13/13

Attachments

WA #1 11324642
WA #1 Inv 11324647
WA #11324643

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/13/2013 09:49 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Veronica Lopez Started On: 12/12/2013 10:53 AM

Final Approval Date: 12/17/2013

L&G Engineering
Transportation Consultants

December 2, 2013

RECEIVED
DEC 09 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 November 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. This task is complete.	**L&G**	**100%**
FC 11006 – DESIGN SCHEMATIC		
L&G has finalized the schematic based on the comments from the Public Meeting and submitted it to TxDOT for approval on August 19th. We received comments from TxDOT and resubmitted the schematic September 17th for final approval. This task is complete.	**L&G**	**100%**
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. This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
L&G has completed the Biological Impact Evaluation and it was submitted to TxDOT on 8/28/13 without traffic data after coordinating with TxDOT. L&G is waiting for comments from TxDOT on the evaluation and working on the Administratively Complete document.	**L&G**	**65%**

FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 12008 – ENGINEER FOR PUBLIC MEETINGS		
This task is complete.	**L&G**	**100%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
The Archeological Report is clear and this task is complete. The Historical Survey was conducted on August 13, 2013 and the report was submitted to TxDOT on 10/16/13. L&G is currently awaiting approval from TxDOT.	**Amaterra**	**67%**
FC 13002 – RIGHT OF WAY MAPPING		
L&G has developed the preliminary ownership layout for the needed ROW Map. L&G has also held a scoping meeting with the Surveyor and conducted a field reconnaissance of the project site. L&G has provided the surveyor with the County files for the Las Alameda subdivision to assist with property ownership research and has held a coordination meeting with both surveying firms. L&G continues to monitor the surveyor and provide guidance.	**L&G**	**45%**
FC 13020 – RIGHT OF WAY MAPPING/SUB		
ROW has developed the preliminary project files, recovered the existing property corners, began the individual parcel research and is developing the "blue line" map. ROW has begun the deed sketches with boundary and lot lines and continues to recover property corners throughout the project.	**ROW**	**30%**
FC 16101 – HYDROLOGICAL MAP		
L&G Engineers has refined the hydrologic map based on the comments from the public meeting and has finalized the coordination with HCDD #1. This task is complete.	**L&G**	**100%**

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 #: 11324642
INVOICE DATE: 11/30/13

RECEIVED
DEC 09 2013
BY: VZ

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 November 2013.						
11005-Ph. I Comp Uti	86,761.53	86,761.53		86,761.53	100.0	
11006-Design Schem	118,815.08	118,815.08		118,815.08	100.0	
11007-Prelim ROW	20,017.05	20,017.05		20,017.05	100.0	
12001-EA Reports	95,024.83	61,766.14		61,766.14	65.0	33,258.69
12002-Pub Involvment	20,019.67	20,019.67		20,019.67	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12070-Arch & Hist	23,256.70	14,698.23	878.56	15,576.79	67.0	7,679.91
13002-ROW Mapping	77,906.22	23,371.87	11,685.93	35,057.80	45.0	42,848.42
13020-ROW Map/Sub	130,000.00	19,500.00	19,500.00	39,000.00	30.0	91,000.00
16101-Hydro Map	30,017.18	30,017.18		30,017.18	100.0	
TOTALS:	621,824.10	414,972.59	32,064.49	447,037.08	71.9	174,787.02

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	447,037.08
LESS PREVIOUS INVOICES	$	414,972.59
CURRENT PAYMENT DUE	$	32,064.49

PROJECT MANAGER'S SIGNATURE

3 -1341 431 00 124 030 0- 841 731 711
Pct. # 387
Pur. Req. # 232402
P.O. # 688820 MA

Invoice Received By: _____ on 12/9/13
Goods/Services Received By: _____ on NOV. 2013

RECEIVED
DEC 09 2013
BY: ZL

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 Tom Eisenhour
eisen@amaterra.com

Hidalgo County Pct. 4, 10th Street WA #5

AmaTerra Project # 184-011- 10th Street

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
November 1, 2013	September 30-October 27, 2013	184-011-05	Net 30	December 1, 2013

Value Completed by Work Task

543
120901

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report	$3,103.00	100.00%	$3,103.00	$3,103.00	$0.00
Task 2. HRSR research design, survey, and report	$8,625.00	100.00%	$8,625.00	$8,193.75	$431.25
Task 3. Archeology survey and report	$11,528.70	33.43%	$3,854.04	$3,406.73	$447.31
Total	$23,256.70	67.0%	$15,582.04	$14,703.48	$878.56

> 12070

Thank You for including AmaTerra as part of your Project Team!	**TOTAL**	**$878.56**

R. O. W. SURVEYING SERVICES

RECEIVED
DEC 09 2013
BY: LL

November 19, 2013

Jacinto Garza
President/CEO
Attn: Robert Macheska, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

APPROVED
By Robert at 8:16 am, Nov 20, 2013

RE: Invoice #13-1011
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
10th St. Expansion Project
Work Authorization #2
Limits: from SH 107 TO Schunior Rd.

Dear Mr. Garza:

Attached for your approval is our invoice for services rendered for the month of November 2013.

- ROW'S Invoice
- Exhibit C – Work Schedule
- Progress Report #2

FC 130 - ROW MAP	Contract Amount	Invoice to Date	Paid to Date	Current Amount Due	Contract Balance	Percent Complete
ROW Map, Parcel Surveys, Metes and Bounds Description, and Title Reports	$130,000	$19,500	$ -	$19,500	$91,000	30%
			Total Due	$19,500		

Make Checks Payable to: **ROW Surveying Services**

543
120901
13020

Thank you for your business. Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 451-2670.

Sincerely,

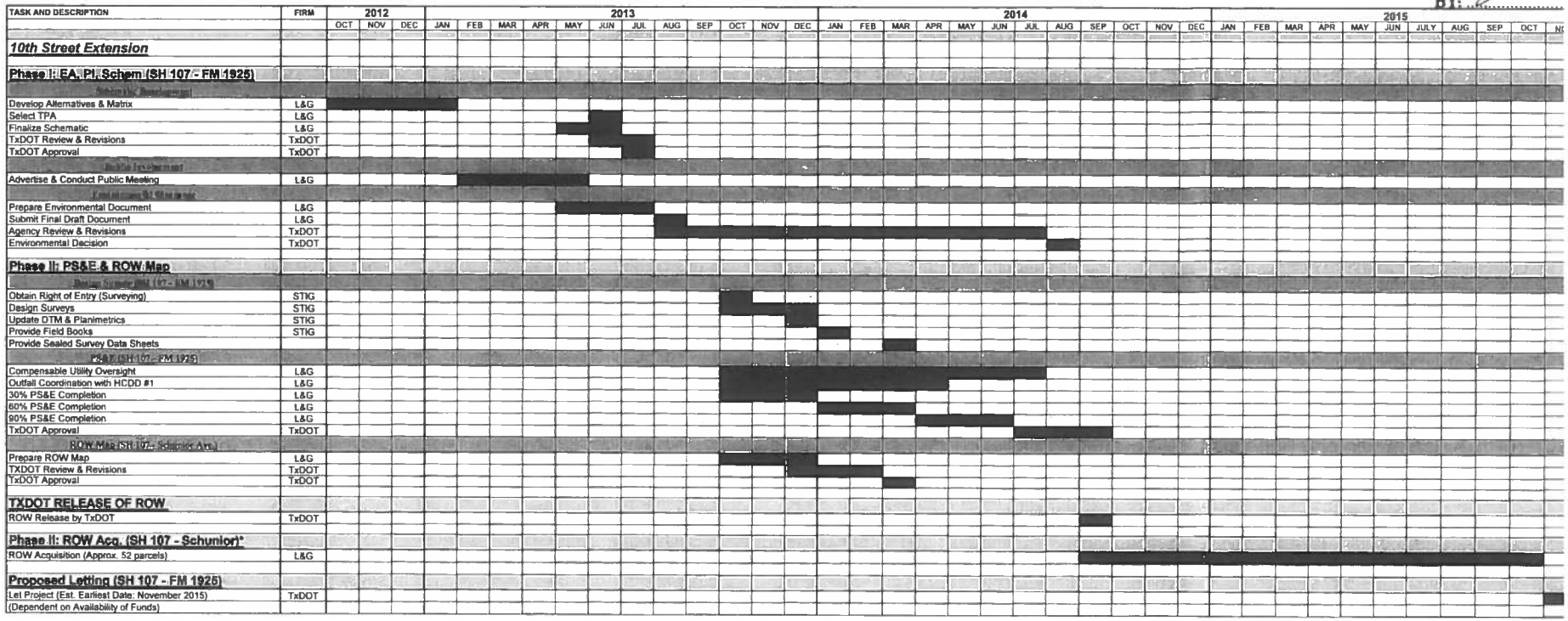
Julio Cerda, P.E.
President/CEO

Cc: Drew Mawyer, RPLS, Vice President

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles

RECEIVED
DEC 0 9
BY:



* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

8:55 AM 11/21/2013

L&G Engineering
Transportation Consultants

December 2, 2013

RECEIVED
DEC 09 2013
BY: VZ

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907
PO#663995 - L&G Project#110601

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of November 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 roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11006 – DESIGN SCHEMATIC		**% Complete**
This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
This task is complete.	**L&G**	**100%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	**L&G**	**100%**
FC 13020 – ROW MAP/SUB		
This task is complete.	**RODS**	**100%**
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	**L&G**	**100%**

FC 60700 – COMPENSABLE UTILITIES		**% Complete**
This task is complete.	**L&G**	**100%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 60000 – ROW ACQUISITION ADMINISTRATION		
L&G Engineering visits the project site, conducts inspections, meets with project members, conducts utility investigations and updates ownership data. A preliminary property ownership status report has been completed and is reviewed and revised on a continuous basis. L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572 has been established. The office is open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings continue to be held with TxDOT to discuss any issues as necessary.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

Supplemental #1 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
The schematic has been approved by TxDOT. This task is complete.	L&G	100%
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL REPORTS		
L&G submitted the Administratively Complete Environmental Assessment Reevaluation Document to TxDOT on June 28th for their review and further processing.	L&G	85%
FC 12007 – ARCHEOLOGICAL & HISTORICAL RESEARCH MANAGEMENT		
This task is complete.	L&G	100%
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH/SUB		
This task is complete.	AmaTerra	100%
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	L&G	100%
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	L&G	100%

FC 60000 – ROW ACQUISITION ADMINISTRATION		% Complete
L&G Engineering visits the project site, conducts inspections, and meets with project memebers. Property owners have been identified using appraisal tax rolls and Texas Land Records. An L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Road, Suite 10 in Mission Texas has been established. The office is open during normal County and State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings with the affected property owners with TxDOT and County are held as needed to discuss any issues.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%
FC 60700 – COMPENSABLE UTILITIES		
All utilities have been identified and located. We have conducted all the project utility meetings and have placed all of the lines on the plans. This task is complete.	L&G	100%

Supplemental #2 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
L&G has revised the schematic. This task is complete.	L&G	100%
FC 13002 – RIGHT OF WAY MAPPING		
L&G has provided RODS with all of the revisions needed to the ROW map and has reviewed the final revised map. The map has been submitted to TxDOT for review and/or final approval. This task is complete.	L&G	100%
FC 13020 – ROW MAP/SUB		
RODS has finalized the revised map and it has been submitted to TxDOT for review and/or final approval.	RODS	80%
FC 15001 – ROADWAY DESIGN SURVEY		
L&G has coordinated all of the work with the surveyor and field verified all of the work. This task is complete.	L&G	100%

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

RODS Surveying, Inc.
6810 Lee Rd., Suite 100
Spring, Texas 77379
Phone (281)257-4020
Fax (281)257-4021

RECEIVED
DEC 09 2013
BY: ZZ

L & G Engineers, Inc.
Attn: Robert Macheska, P.E.
900 S. Sterwart Rd; Ste. 9
Mission, TX 78572

Invoice No. 13786

Invoice Date: 11/25/2013

Project: FM 1925 (from Kenyon Rd to FM 907 in Hidalgo County)
WA No. 4 FC 150
Hidalgo County Pct No. 4
North Alamo Rd Realignment
RODS Project No: 199-20816-004A
Service Period: 6/28/13 to 11/24/13

APPROVED
By Robert at 8:55 am, Dec 02, 2013

Project Stage	Contract Amount	Current Amount as of 11/24/13	Sub-Total	Less Previously Invoiced	Total Amount Due For This Period	% Complete 11/24/2013	Remaining Balance
Design Surveys	$ 26,792.00	$ -	$ 26,792.00	$ 26,792.00	$ -	100%	$ -
Supplemental	$ 8,370.00	$ 6,696.00	$ 6,696.00		$ 6,696.00	80%	$ 1,674.00
TOTAL	$ 35,162.00	$ 6,696.00	$ 33,488.00	$ 26,792.00	$ 6,696.00	95%	$ 1,674.00

TOTAL DUE THIS INVOICE: $ 6,696.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324647
INVOICE DATE: 11/30/13

RECEIVED
DEC 09 2013
BY: ...

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

Engineering services for the month of November 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	57,600.00	57,600.00		57,600.00	100.0	
11007-Prelim ROW Req	20,000.00	20,000.00		20,000.00	100.0	
12001-EA Reports	35,000.00	35,000.00		35,000.00	100.0	
12002-Pub Involvment	20,000.00	20,000.00		20,000.00	100.0	
13002-ROW Mapping	4,500.00	4,500.00		4,500.00	100.0	
13020-ROW Map/Sub	52,500.00	52,500.00		52,500.00	100.0	
16101-Hydro Map	30,000.00	30,000.00		30,000.00	100.0	
60700-Comp Utilities	22,500.00	22,500.00		22,500.00	100.0	
60000-Row Acq. Admin	73,500.00	62,475.00		62,475.00	85.0	11,025.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	48,000.00				0.0	48,000.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
TOTALS:	429,600.00	304,575.00	0.00	304,575.00	70.9	125,025.00

11006-Design Schem	5,040.00	5,040.00		5,040.00	100.0	
11007-Prelim ROW Req	12,000.00	12,000.00		12,000.00	100.0	
12001-EA Reports	50,000.00	42,500.00		42,500.00	85.0	7,500.00
12007-Arch & Hist	11,184.42	11,184.42		11,184.42	100.0	
12070-Arc & Hist/Sub	8,815.58	8,815.58		8,815.58	100.0	
13002-ROW Map	25,000.00	25,000.00		25,000.00	100.0	
16101-Hydro Map	5,000.00	5,000.00		5,000.00	100.0	
60000-ROW Admin	24,500.00	20,825.00		20,825.00	85.0	3,675.00
60100-Title Services	3,000.00				0.0	3,000.00
60200-Appraisal Srv	3,500.00				0.0	3,500.00
60220-Appraisal/Sub	10,000.00				0.0	10,000.00
60300-Appraisal Rev	1,750.00				0.0	1,750.00
60330-Appr. Rev/Sub	2,250.00				0.0	2,250.00
60400-Parcel Negtion	17,500.00				0.0	17,500.00
60500-Clsng Srvs Fee	1,000.00				0.0	1,000.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324647
INVOICE DATE: 11/30/13
PAGE: 2

RECEIVED
DEC 09 2013
BY: ....

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60600-Apprsal Update	500.00				0.0	500.00
60700-Comp. Utilites	40,000.00	40,000.00		40,000.00	100.0	
13002-ROW Mapping	3,058.32		3,058.32	3,058.32	100.0	
11006-Dsgn Schm	2,095.07		2,095.07	2,095.07	100.0	
11006-Design Schem	2,163.46		2,163.46	2,163.46	100.0	
15001-Rdwy Dsgn Srvy	2,971.66		2,971.66	2,971.66	100.0	
15001-Rdwy Dsgn Srvy	1,361.49		1,361.49	1,361.49	100.0	
13020-ROW Map/Sub	8,370.00		6,696.00	6,696.00	80.0	1,674.00
TOTALS:	670,660.00	474,940.00	18,346.00	493,286.00	70.9	177,374.00

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	241,060.00
CONTRACT SUM TO DATE	$	670,660.00
TOTAL COMPLETED TO DATE	$	493,286.00
LESS PREVIOUS INVOICES	$	474,940.00
CURRENT PAYMENT DUE	$	18,346.00

PROJECT MANAGER'S SIGNATURE

3 -1341 431-00-124-0760-841
Pct. # 1365
Pur. Req. # 203051
P.O. # 663995 MAB

Invoice Received By: ____ on 12/12/13
Goods/Services Received By: ____ on 11/13

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

12/2/2013

TASK AND DESCRIPTION	FIRM	2011			2012												2013												JA
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Meet with Affected Property Owners (Limited PI)	L&G																												
Prepare Re-Evaluation Document	L&G																												
Submit Final Draft Document	L&G																												
Agency Review & Revisions	TxDOT																												
Approval by TxDOT/FHWA - FONSI	TxDOT																												
ROW Mapping (Approx. 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	RODS																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx. 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												

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.

RECEIVED
DEC
BY

L&G Engineering
Transportation Consultants

December 2, 2013

RECEIVED
DEC 09 2013
BY: ....

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th Street Extension - Work Authorization No. 2 - Limits: SH 107 to FM 1925
PO#700265 - L&G Project#120902

Dear Commissioner Palacios:

As per our contract, Section 1.6, Request for Payment, we are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of November 2013. Attached are the following:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

The following is a narrative of the progress report for this work authorization.

Work Authorization#~~1~~ 2 MDL

FC 15001 – FIELD SURVEYS		**% Complete**
L&G has coordinated with the surveying firm and provided them with all of the relevant data to begin their work. L&G has conducted a field visit with the surveyor to discuss any possible issues. L&G has provided DLS with the TxDOT control information set on SH 107 & FM 1925. L&G has also provided DLS with a standard ROE letter for their use. L&G continues to manage DLS and their survey efforts.	**L&G**	**40%**
FC 15010 – FIELD SURVEYS - SUB		
DLS has set all of the primary and secondary project controls. The topographic survey has begun, starting at the north end. All of the ROE letters have been mailed out and responses are beginning to come in.	**DLS**	**37.2%**
FC 16001 – ROADWAY DESIGN		
L&G Engineering continues to develop the plan set and has developed the following plan sheets: Title Sheet, Index of Sheets, Project Layout, Typical Sections, TCP Sequence of Construction along with the appropriate TxDOT standards. L&G is starting to develop the TCP Layouts, P&P's, U&D's, & Culvert Layouts. L&G will submit a 30% PS&E package to TxDOT in the month of December.	**L&G**	**20%**
FC 16002 – ROADWAY DESIGN - OUTFALL		
L&G has identified all of the outfalls and has begun development of the outfall detail sheets. The outfall sheets will be part of the 30% submittal package to TxDOT in December.	**L&G**	**20%**
FC 16205 – SIGNAL DESIGN		
L&G has performed all of the traffic counts and turning movements for the traffic warrant studies along the following intersecting roads with 10th St: Schunior Ave., Chapin Rd., Russell Rd., Rogers Rd., & FM 1925 (Monte Cristo Rd.). That information has been provided to ETSI for their warrant report and signal design. L&G continues to manage ETSI's efforts.	**L&G**	**45%**

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 16250 – SIGNAL DESIGN – SUB		
Warrant Studies: All of the data has been collected and analyzed. A draft report has been completed and submitted for review. Signal Design: This work has not begun.	**ETSI**	**44.9%**
FC 16308 – PERMITED UTILITIES		
L&G Engineering continues to receive the utility company's system maps. L&G has held utility meetings with HCID #1 & Texas Gas Service and continues to coordinate with all of the utility companies. Now that the surveyor has begun work, L&G will start acquiring elevations of the permitted utility lines and plot them on the U&D sheets.	**L&G**	**20%**

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 #: 11324643
INVOICE DATE: 11/30/13

RECEIVED
DEC 09 2013
BY: ZZ

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 120902
10th Street Extension Project
WA#2 PO#700265
C-12-126-10-16

Engineering services for the month of November 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
15001-Field Survey	45,001.00	2,619.00	15,381.40	18,000.40	40.0	27,000.60
15010-Field Srvy/Sub	80,000.00		29,755.55	29,755.55	37.2	50,244.45
16001-Rdwy Dsgn	799,217.00	79,921.70	79,921.70	159,843.40	20.0	639,373.60
16002-Rdwy Dsgn-Outf	48,000.00	4,800.00	4,800.00	9,600.00	20.0	38,400.00
16205-Sign.Marki.Dsg	59,721.00	14,930.25	11,944.20	26,874.45	45.0	32,846.55
16250-Sigl Dsgn-Sub	60,281.00		27,091.85	27,091.85	44.9	33,189.15
16308-Permted Utilit	95,000.00	9,500.00	9,500.00	19,000.00	20.0	76,000.00
TOTALS:	1,187,220.00	111,770.95	178,394.70	290,165.65	24.4	897,054.35

ORIGINAL CONTRACT SUM	$	1,187,220.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,187,220.00
TOTAL COMPLETED TO DATE	$	290,165.65
LESS PREVIOUS INVOICES	$	111,770.95
CURRENT PAYMENT DUE	$	178,394.70

PROJECT MANAGER'S SIGNATURE

3-1315 431-00-124-0300-941
Pct. # 1348
Pur. Req. # 245287
P.O. # 700265 731 RAD

Invoice Received By: on 12/9/13
Goods/Services Received By: on Nov. 2013

RECEIVED
DEC 09 2013
BY: ZZ

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

INVOICE

APPROVED
By Robert at 8:11 am, Nov 25, 2013

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE NUMBER: 2013-9-1
INVOICE DATE: 11/30/2013
FOR SERVICES PROVIDED FROM: 11/01/2013
TO: 11/30/2013

TO:
Mr. Jacinto Garza,P.E.
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME:
10th STREET:
FROM SH 107 TO FM 1925
SIGNAL WARRANTS, SIGNAL DESIGN

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMOUNT INVOICED TO DATE	PREVIOUSLY INVOICED AMOUNT	AMOUNT DUE THIS INVOICE
INVOICE SUMMARY	CATEGORY A - TRAFFIC SIGNAL DESIGN	0.00%	$31,125.00	$0.00	$0.00	$0.00
	CATEGORY B - TRAFFIC SIGNAL WARRANTS	92.92%	$29,156.00	$27,091.85	$0.00	$27,091.85
	TOTAL DUE	44.94%	$60,281.00	$27,091.85	$0.00	**$27,091.85**

TOTAL DUE THIS INVOICE: **$27,091.85**

PLEASE MAKE CHECKS PAYABLE TO:
Ergonomic Transportation Solutions, Inc.
Attn: Harry Simeonidis
P.O. Box 926333
Houston, TX 77292-6333

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU

RECEIVED
DEC 09 2013
BY: ...

ERGONOMIC TRANSPORTATION SOLUTIONS, INC. INVOICE

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE NUMBER: 2013-9-1
INVOICE DATE: 11/30/2013
FOR SERVICES PROVIDED FROM: 11/01/2013
TO: 11/30/2013

TO:
Mr. Jacinto Garza,P.E.
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME: WA #6
10th STREET:
FROM SH 107 TO FM 1925
SIGNAL WARRANTS, SIGNAL DESIGN

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMNT INVOICED
	CATEGORY A - TRAFFIC SIGNAL DESIGN			
A.1	GENERAL NOTES	0.00	$334.22	$0.00
A.2	BASIS OF ESTIMATE	0.00	$1,763.60	$0.00
A.3	CONDITION DIAGRAM	0.00	$2,620.44	$0.00
A.4	PROPOSED SIGNAL LAYOUTS	0.00	$9,919.46	$0.00
A.5	SIGNAL PHASING, TIMING	0.00	$1,116.05	$0.00
A.6	ELECTRICAL SCHEDULES	0.00	$3,264.64	$0.00
A.7	INTERSECTION MARKINGS, CURB CHAIR RAMPS	0.00	$1,763.60	$0.00
A.8	STANDARD SHEETS LIST	0.00	$453.58	$0.00
A.9	SPECIFICATIONS	0.00	$1,832.24	$0.00
A.10	COORDINATION AND MEETINGS	0.00	$1,324.94	$0.00
A.11	TEMPORARY TRAFFIC SIGNALS	0.00	$6,147.28	$0.00
	EXPENSES	0.00	584.95	$0.00
	SUBTOTAL	0.00%	$31,125.00	$0.00

RECEIVED
DEC 09 2013
BY: ..

ERGONOMIC TRANSPORTATION SOLUTIONS, INC. INVOICE

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE NUMBER: 2013-9-1
INVOICE DATE: 11/30/2013
FOR SERVICES PROVIDED FROM: 11/01/2013
TO: 11/30/2013

TO:
Mr. Jacinto Garza,P.E.
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME: WA #6
10th STREET:
FROM SH 107 TO FM 1925
SIGNAL WARRANTS, SIGNAL DESIGN

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMNT INVOICED
	CATEGORY B - TRAFFIC SIGNAL WARRANTS STUDIES			
B.1	FIELD INVESTIGATION - DATA COLLECTION'	90.00	$1,169.82	$1,052.84
B.2	ASSESSMENT OF DATA	90.00	$1,856.12	$1,670.51
B.3	ACCIDENT ANALYSIS	90.00	$1,611.42	$1,450.28
B.4	COLLISION DIAGRAMS	90.00	$1,969.52	$1,772.57
B.5	EXHIBITS	90.00	$3,431.78	$3,088.60
B.6	WARRANT ANALYSIS	90.00	$3,885.60	$3,497.04
B.7	PHOTO ALBUM	90.00	$1,050.48	$945.43
B.8	RECOMMENDATIONS	90.00	$1,136.94	$1,023.25
B.9	WARRANT STUDY REPORT	90.00	$4,529.86	$4,076.87
	EXPENSES (COLLECT TRAFFIC COUNTS)	100.00	8,000.00	$8,000.00
	EXPENSES (PRINTS, TRAVEL, DELIVERIES)	100.00	514.46	$514.46
	SUBTOTAL	92.92%	$29,156.00	$27,091.85

RECEIVED
DEC 09 2013
BY: .....

INVOICE

Dos Land Surveying

APPROVED
By Robert at 7:51 am, Nov 21, 2013

1002 E. Exp. 83
Weslaco, Texas 78596
956-969-4183

Bill To:
L&G Engineering
1900 S. Stewart Rd, Suite 3
Mission, TX 78572
956-585-1909

DATE: 11/20/2013
INVOICE # 01.11.13 - 10th St

ATTN: Mr. Robert Macheska, P.E., CFM

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	PAST DUE	CURRENT AMOUNT DUE	REMAINING BALANCE	PERCENT COMPLETE
10th Street Ext.(*limits from SH 107 to FM 1925*) **Work Authorization # 3**						
Primary & Secondary Project Controls	$ 13,007.40	$ -	$ -	$ 13,007.40	$ -	100%
Topographic Survey	$ 65,642.15	$ -	$ -	$ 16,410.54	$49,231.61	25%
Expenses	$ 1,350.45	$ -	$ -	$ 337.61	$ 1,012.84	25%
TOTALS	$ 80,000.00	$ -	$ -	$ 29,755.55	$50,244.45	37%

TOTAL DUE **$ 29,755.55**

Juan M. Castillo, R.P.L.S.

11/20/2013
Date

Make all checks payable to Dos Land

THANK YOU FOR YOUR BUSINESS!

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension - WA #2
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles

RECEIVED
DEC 09
BY:

TASK AND DESCRIPTION	FIRM	2014																		2015														2016		
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
10th Street Extension (SH 107-FM1925)																																		
WA #: EA, PI, Schematic & ROW Map																																		
Advertise & Conduct Public Meeting	L&G																																	
TxDOT Schematic Approval	TxDOT																																	
TxDOT ROW Map Approval	TxDOT																																	
Environmental Decision	TxDOT																																	
WA #2: Design Survey & PS&E																																		
Design Survey	L&G																																	
Permitted Utility Coordination	L&G																																	
Outfall Coordination with HCDD #1	L&G																																	
30% PS&E Completion	L&G																																	
60% PS&E Completion	L&G																																	
90% PS&E Completion	L&G																																	
95% PS&E Completion	L&G																																	
100% Mylars Completion	L&G																																	
TxDOT Approval	TxDOT																																	
TXDOT RELEASE OF ROW																																		
ROW Release	TxDOT																																	
WA #3: ROW Acq. (SH 107 - Schunior*)																																		
ROW Acquisition (Approx. 52 parcels)	L&G																																	
Proposed Letting (SH 107 - FM 1925)																																		
Let Project (Est. Earliest Date: March 2016)	TxDOT																																	

* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
TXDOT FUNCTION

10:51 AM11/26/2013

AI-42225 **Purchasing Department 12. F.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Hon. H. Tito Palacios, Pct. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following with 2GS, Inc. for the Little Mexico Subdivision and South Tower Estates project, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-13-127-05-21:

1. Application for Final Payment in the amount of $148,192.12;

2. Application for Retainage in the amount of $23,615.98;

3. Certificate of Construction Completion reflecting the date of October 30, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-088-0-731

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

BUDGETARY IMPACT:

Funding Available through PO# 694655.

FISCAL YEAR: 2013 ACCT. #: 3-1200-206-00-122-030-0-000

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

BUDGETARY IMPACT:

Account currently reflects a balance $15,816.40, however, after application for payment #3 is processed the retainage account will reflect a balance of $23,615.98.

Attachments

Application for Payment No. 3 (Final Payment)

Application for Payment No. 4 (Ret Release)

Certificate of Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:33 PM
Budget & Management	Debbie Tamez	12/12/2013 04:43 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 02:06 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Carlos Jasso Started On: 12/11/2013 01:30 PM

Final Approval Date: 12/17/2013

APPLICATION FOR PAYMENT NO. 3 (FINAL) H.G.

To: HIDALGO COUNTY PRECINCT NO.2 (OWNER)
From: 2GS, LLC, P.O. Box 595, Peñitas, Texas 78576 (CONTRACTOR)
Contract:

Project: LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT

Owner's Contract No. C-13-127-05-21 Engineer's Project No.
For Work accomplished through the date of: October 25, 2013

1. Original Contract Price:		$ 468,569.70 ✓
2. Net change by Change Order No. 1 and Written Agreements(+):		$ 3,750.00 ✓
3. Current Contract Price (1 plus 2):		$ 472,319.70 ✓
4. Total completed and stored to date:		$ 472,319.70 ✓
5. Retainage (per Agreement):		
5% of completed Work:	$23,615.99 ✓	
_____ of stored material	_____	
Total Retainage:		$ 23,615.99 ✓
6. Total completed and stored to date less retainage (4 minus 5)		$ 448,703.72
7. Less previous Application for Payments:		$ 300,511.60 ✓
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 148,192.12

H.G. 98

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 11/18/13

2GS, LLC
(CONTRACTOR)

By: _____
Humberto Garcia Jr.
Manager
P.O. Box 595
Peñitas, Texas 78576

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 18th day of November. 2013

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/21/13

Raul Sesin, P.E., Hidalgo County Planning
(ENGINEER)

By: _____ PE
Raul Sesin, P.E.
Exhibit E-C

INVOICE RECEIVED BY:
Elizabeth Cano ON 11/22/13
GOODS/SERVICES RECEIVED BY:
Hector Ito Palacios ON 11/18/13

Estimate Quantity Update Worksheet

Colonia: **LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT**
Roadway: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr
Control:
Project No: **C-13-127-05-21**
County: Hidalgo County
Est. No: 3 (FINAL)

Contractor: **2GS, LLC**
Contract Price: $468,569.70
Work Done to date.: $472,319.70
% Complete: 100.00%

Date Contract Began: 7/15/13
Contract Time: 104
Time Charged: 102
% Time Used: 98.08%

Work Type: Paving & Drainage Improvements
Limits: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr
From: Tower Rd.
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH			
ITEM NO.	DESCRIPTION	UNIT	Project QTY	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	
	SOUTH TOWER ESTATES SUBDIVISION														
1	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	6180	$ 1.50	$9,270.00		0	$0.00		0	$0.00	6180	6180	9,270.00	✓
2	8" Compacted Caliche (Labor & Material)	SY	7237	$ 8.00	$57,896.00		0	$0.00	3,618	3618	$28,944.00	3619	7237	28,952.00	✓
3	BI-Axial Geogrid BX1200	SY	7237	$ 6.00	$43,422.00	3172	3172	$19,032.00	3,052	6224	$18,312.00	1013	7237	6,078.00	✓
4	Excavate stockpile & treat caliche with 2% lime and rework existing road	SY	4240	$ 6.00	$25,440.00	4240	4240	$25,440.00		4240	$0.00		4240	0.00	✓
5	Erosion Control and sediment control	LS	1	$ 1,500.00	$1,500.00	1	1	$1,500.00		1	$0.00		1	0.00	✓
6	18" Laydown Curb & Gutter	LF	3732	$ 7.00	$26,124.00		0	$0.00	3,082	3082	$21,574.00	650	3732	4,550.00	✓
7	4 FT. Concrete Valley Gutter	LF	144	$ 16.50	$2,376.00		0	$0.00		0	$0.00	144	144	2,376.00	✓
8	Traffic Control	LS	1	$ 2,900.00	$2,900.00	0.5	0.5	$1,450.00	0.5	1	$1,450.00		1	0.00	✓
9	4" Asphalt Driveways	SY	615	$ 15.00	$9,225.00		0	$0.00		0	$0.00	615	615	9,225.00	✓
10	4" Concrete Driveways	SY	180	$ 40.00	$7,200.00		0	$0.00	180	180	$7,200.00		180	0.00	✓
11	Manholes	EA	5	$ 2,985.00	$14,925.00	5	5	$14,925.00		5	$0.00		5	0.00	✓
12	Type C-C Inlet with Concrete Apron	EA	4	$ 3,200.00	$12,800.00	4	4	$12,800.00		4	$0.00		4	0.00	✓
13	Trench Protection	LF	1046	$ 1.00	$1,046.00	1046	1046	$1,046.00		1046	$0.00		1046	0.00	✓
	LITTLE MEXICO SUBDIVISION														
14	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	893	$ 1.50	$1,339.50		0	$0.00		0	$0.00	893	893	1,339.50	✓
15	8" Compacted Caliche (Labor & Material)	SY	893	$ 8.00	$7,144.00		0	$0.00	446	446	$3,568.00	447	893	3,576.00	✓
16	Erosion Control and sediment control	LS	1	$ 2,000.00	$2,000.00		0	$0.00		0	$0.00	1	1	2,000.00	✓
17	Traffic Control	LS	1	$ 2,200.00	$2,200.00		0	$0.00	1	1	$2,200.00		1	0.00	✓
18	Safety End Treatment	EA	4	$ 1,000.00	$4,000.00		0	$0.00	4	4	$4,000.00		4	0.00	✓
19	Manholes	EA	4	$ 2,985.00	$11,940.00	1	1	$2,985.00	3	4	$8,955.00		4	0.00	✓
20	Type C-C Inlet with Concrete Apron	EA	4	$ 3,200.00	$12,800.00		0	$0.00	4	4	$12,800.00		4	0.00	✓
21	Trench Protection	LF	1245	$ 1.00	$1,245.00		0	$0.00	1245	1245	$1,245.00		1245	0.00	✓
	ADD ALTERNATE NO. 2 BID														
22	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	3231	$ 9.20	$29,725.20		0	$0.00		0	$0.00	3231	3231	29,725.20	✓
23	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	830	$ 15.00	$12,450.00	830	830	$12,450.00		830	$0.00		830	0.00	✓
	ADD ALTERNATE NO. 3 BID														
24	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	5000	$ 9.20	$46,000.00		0	$0.00		0	$0.00	5000	5000	46,000.00	✓
25	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	1900	$ 6.50	$12,350.00	1900	1900	$12,350.00		1900	$0.00		1900	0.00	✓
	ADD ALTERNATE NO. 4 BID														
26	Replace Asphalt at Storm Sewer Line Installation 1 1/2 HMAC TY D (Little Mexico)	SY	860	$ 15.00	$12,900.00		0	$0.00		0	$0.00	860	860	12,900.00	✓
	ADD ALTERNATE NO. 5 BID (South Tower Estates)														
27	18" Corrugated PVC Storm Sewer Pipe	LF	52	$ 30.00	$1,560.00	52	52	$1,560.00		52	$0.00		52	0.00	✓
28	24" Corrugated PVC Storm Sewer Pipe	LF	744	$ 32.00	$23,808.00	744	744	$23,808.00		744	$0.00		744	0.00	✓
29	30" Corrugated PVC Storm Sewer Pipe	LF	249	$ 42.00	$10,458.00	249	249	$10,458.00		249	$0.00		249	0.00	✓
30	Storm Trench Bedding and Backfill	LF	1045	$ 3.00	$3,135.00	1045	1,045	$3,135.00		1045	$0.00		1045	0.00	✓
	ADD ALTERNATE NO. 6 BID (Little Mexico)														
31	18" Corrugated PVC Storm Sewer Pipe	LF	102	$ 30.00	$3,060.00		0	$0.00	102	102	$3,060.00		102	0.00	✓
32	30" Corrugated PVC Storm Sewer Pipe	LF	1245	$ 42.00	$52,290.00		0	$0.00	1245	1245	$52,290.00		1245	0.00	✓
33	Storm Trench Bedding and Backfill	LF	1347	$ 3.00	$4,041.00		0	$0.00	1347	1347	$4,041.00		1347	0.00	✓

	CHANGE ORDER NO.1														
1	Manhole Adjustments	EA	1	$ 2,950.00	$2,950.00				1	1	$2,950.00		1	0.00
2	Relocate Existing Sewer Clean-Outs	EA	2	$ 400.00	$800.00				2	2	$800.00		2	0.00

Monthly Totals:	$142,939.00	$173,389.00	$155,991.70
PAVING:	$79,178.00	$110,248.00	$67,366.50
ALTERNATE NO.2	$12,450.00	$0.00	$29,725.20
ALTERNATE NO.3	$12,350.00	$0.00	$46,000.00
ALTERNATE NO.4	$0.00	$0.00	$12,900.00
ALTERNATE NO.5	$38,961.00	$0.00	$0.00
ALTERNATE NO.6	$0.00	$59,391.00	$0.00
CHANGE ORDER NO.1	$0.00	$3,750.00	$0.00

Total to Date:

PAVING	$256,792.50
ALTERNATE NO.2	$42,175.20
ALTERNATE NO.3	$58,350.00
ALTERNATE NO.4	$12,900.00
ALTERNATE NO.5	$38,961.00
ALTERNATE NO.6	$59,391.00
CHANGE ORDER NO.1	$3,750.00
Total	$472,319.70

Prepared and Checked By:

Signature:

Printed Name: Humberto Garcia Jr

Date: 11/18/13

2GS, LLC	Contractor Name	Application No.:	3 (FINAL)
7/15/13	Contract Starting Date	Application Date:	10/30/13
10/25/13	Project Ending Date	Period To:	9/16/13 to 10/25/13
LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT	Engineer's / County Project Description	Engineer's / County Project No.:	C-13-127-05-21

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		SOUTH TOWER ESTATES SUBDIVISION																			
1		Prime Coat (MC-30) Entire base and leave ready fo	SY	$ 1.50	6180	9,270.00	$ -	0.0	-	0	0	-	0	0	-	6,180	6,180.0	9,270.00	9,270.00	0	0.00
2		8" Compacted Caliche (Labor & Material)	SY	$ 8.00	7,237	57,896.00	$ -	0.0	-	0	0	-	3618	0	28,944.00	3,619	7,237.0	28,952.00	57,896.00	0	0.00
3		Bi-Axial Geogrid BX1200	SY	$ 6.00	7,237	43,422.00	$ -	0.0	-	3172	3172	19,032.00	3052	6,224	18,312.00	1,013	7,237	6,078.00	43,422.00	0.00	0.00
4		Excavate stockpile & treat caliche with 2% lime and	SY	$ 6.00	4,240	25,440.00	$ -	0.0	-	4240	4240	25,440.00	0	4,240	-	0	4,240	-	25,440.00	0	0.00
5		Erosion Control and sediment control	LS	$ 1,500.00	1	1,500.00	$ -	0.0	-	1	1	1,500.00	0	1	-	0	1	-	1,500.00	0	0.00
6		18" Laydown Curb & Gutter	LF	$ 7.00	3,732	26,124.00	$ -	0.0	-	0	0	-	3082	3,082	21,574.00	650	3,732	4,550.00	26,124.00	0	0.00
7		4 FT. Concrete Valley Gutter	LF	$ 16.50	144	2,376.00	$ -	0.0	-	0	0	-	0	0	-	144	144	2,376.00	2,376.00	0	0.00
8		Traffic Control	LS	$ 2,900.00	1	2,900.00	$ -	0.0	-	1	1	1,450.00	0.5	1	1,450.00	0	1	-	2,900.00	0	0.00
9		4" Asphalt Driveways	SY	$ 15.00	615	9,225.00	$ -	0.0	-	0	0	-	0	0	-	615	615	9,225.00	9,225.00	0	0.00
10		4" Concrete Driveways	SY	$ 40.00	180	7,200.00	$ -	0.0	-	0	0	-	180	180	7,200.00	0	180	-	7,200.00	0	0.00
11		Manholes	EA	$ 2,985.00	5	14,925.00	$ -	0.0	-	5	5	14,925.00	0	5	-	0	5	-	14,925.00	0	0.00
12		Type C-C Inlet with Concrete Apron	EA	$ 3,200.00	4	12,800.00	$ -	0.0	-	4	4	12,800.00	0	4	-	0	4	-	12,800.00	0	0.00
13		Trench Protection	LF	$ 1.00	1,046	1,046.00	$ -	0.0	-	1,046	1,046	1,046.00	0	1,046	-	0	1,046	-	1,046.00	0	0.00
		LITTLE MEXICO SUBDIVISION																			
14		Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	$ 1.50	893	1,339.50	$ -	0.0	-	0	0	-	0	0	-	893	893	1,339.50	1,339.50	0	0.00
15		8" Compacted Caliche (Labor & Material)	SY	$ 8.00	893	7,144.00	$ -	0.0	-	0	0	-	446	446	3,568.00	447	893	3,576.00	7,144.00	0	0.00
16		Erosion Control and sediment control	LS	$ 2,000.00	1	2,000.00	$ -	0.0	-	0	0	-	0	0	-	1	1	2,000.00	2,000.00	0	0.00
17		Traffic Control	LS	$ 2,200.00	1	2,200.00	$ -	0.0	-	0	0	-	1	1	2,200.00	0	1	-	2,200.00	0	0.00
18		Safety End Treatment	EA	$ 1,000.00	4	4,000.00	$ -	0.0	-	0	0	-	4	4	4,000.00	0	4	-	4,000.00	0	0.00
19		Manholes	EA	$ 2,985.00	4	11,940.00	$ -	0.0	-	1	1	2,985.00	3	4	8,955.00	0	4	-	11,940.00	0	0.00
20		Type C-C Inlet with Concrete Apron	EA	$ 3,200.00	4	12,800.00	$ -	0.0	-	0	0	-	4	4	12,800.00	0	4	-	12,800.00	0	0.00
21		Trench Protection	LF	$ 1.00	1,245	1,245.00	$ -	0.0	-	0	0	-	1245	1,245	1,245.00	0	1,245	-	1,245.00	0	0.00
		Total BASE BID:				**256,792.50**			-			**79,178.00**			**110,248.00**			**67,366.50**	**256,792.50**		**0.00**
		ADD ALTERNATE NO. 2 BID																			
22		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	$ 9.20	3231	29,725.20	$ -	0.0	-	0	0	-	0	0	-	3,231	3,231	29,725.20	29,725.20	0	0.00
23		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	$ 15.00	830	12,450.00	$ -	0.0	-	830	830	12,450.00	0	830	-	0	830	-	12,450.00	0	0.00
		ADD ALTERNATE NO. 3 BID																			
24		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	$ 9.20	5000	46,000.00	$ -	0.0	-	0	0	-	0	0	-	5,000	5,000	46,000.00	46,000.00	0	0.00
25		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	$ 6.50	1900	12,350.00	$ -	0.0	-	1,900	1,900	12,350.00	0	1,900	-	0	1,900	-	12,350.00	0	0.00
		ADD ALTERNATE NO. 4 BID																			
26		Replace Asphalt at Storm Sewer Line Installation 1 1/2 HMAC TY D (Little Mexico)	SY	$ 15.00	860	12,900.00	$ -	0.0	-	0	0	-	0	0	-	860	860	12,900.00	12,900.00	0	0.00
		ADD ALTERNATE NO. 5 BID (South Tower Estates)																			
27		18" Corrugated PVC Storm Sewer Pipe	LF	$ 30.00	52	1,560.00	$ -	0.0	-	52	52	1,560.00	0	52	-	0	52	-	1,560.00	0	0.00
28		24" Corrugated PVC Storm Sewer Pipe	LF	$ 32.00	744	23,808.00	$ -	0.0	-	744	744	23,808.00	0	744	-	0	744	-	23,808.00	0	0.00
29		30" Corrugated PVC Storm Sewer Pipe	LF	$ 42.00	249	10,458.00	$ -	0.0	-	249	249	10,458.00	0	249	-	0	249	-	10,458.00	0	0.00
30		Storm Trench Bedding and Backfill	LF	$ 3.00	1045	3,135.00	$ -	0.0	-	1,045	1,045	3,135.00	0	1,045	-	0	1,045	-	3,135.00	0	0.00
		ADD ALTERNATE NO. 6 BID (Little Mexico)																			
31		18" Corrugated PVC Storm Sewer Pipe	LF	$ 30.00	102	3,060.00	$ -	0.0	-	0	0	-	102	102	3,060.00	0	102	-	3,060.00	0	0.00
32		30" Corrugated PVC Storm Sewer Pipe	LF	$ 42.00	1245	52,290.00	$ -	0.0	-	0	0	-	1245	1,245	52,290.00	0	1,245	-	52,290.00	0	0.00
33		Storm Trench Bedding and Backfill	LF	$ 3.00	1347	4,041.00	$ -	0.0	-	0	0	-	1347	1,347	4,041.00	0	1,347	-	4,041.00	0	0.00

		CHANGE ORDER NO.1																			
1		Manhole Adjustments	EA				$ 2,950.00	1	2,950.00	0	0	-	1	1	2,950.00	0	1	-	2,950.00	0	0.00
2		Relocate Existing Sewer Clean-Outs	EA				$ 400.00	2	800.00	0	0	-	2	2	800.00	0	2	-	800.00	0	0.00
		TOTAL AMOUNTS:				468,569.70			-			142,939.00			173,389.00			155,991.70	472,319.70		-

Humberto Garcia Jr.
Print Name

11/18/13
Date

Signature

APPLICATION FOR PAYMENT NO. 4(RETAINAGE)

To: HIDALGO COUNTY PRECINCT NO.2 (OWNER)
From: 2GS, LLC, P.O. Box 595, Peñitas, Texas 78576 (CONTRACTOR)
Contract:

Project: LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT

Owner's Contract No. C-13-127-05-21 Engineer's Project No.
For Work accomplished through the date of: October 25, 2013

1. Original Contract Price:			$ 468,569.70
2. Net change by Change Order No. 1 and Written Agreements(+):			$ 3,750.00
3. Current Contract Price (1 plus 2):			$ 472,319.70
4. Total completed and stored to date:			$ 472,319.70
5. Retainage (per Agreement):			
5% of completed Work:	$0.00		
of stored material			
Total Retainage:			$ -
6. Total completed and stored to date less retainage (4 minus 5)			$ 472,319.70
7. Less previous Application for Payments:			$ 448,703.72
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$ 23,615.98

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 11/18/13

2GS, LLC
(CONTRACTOR)

By: _____
Humberto Garcia Jr.
Manager
P.O. Box 595
Peñitas, Texas 78576

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 18th day of November, 2013.

Jose L. Saenz

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: 11/18/13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/21/13

Raul Sesin, P.E., Hidalgo County Planning
(ENGINEER)

By: _____ PE
Raul Sesin, P.E.
Exhibit E-C

INVOICE RECEIVED BY:
Elizabeth Cuevas ON 11/22/13
GOODS/SERVICES RECEIVED BY:
Hector Vito Palacios ON 11/18/13

Estimate Quantity Update Worksheet

Colonia: **LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT**
Roadway: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr
Control:
Project No: **C-13-127-05-21**
County: Hidalgo County
Est. No: 4 (RETAINAGE)

Contractor: **2GS, LLC**
Contract Price: $468,569.70
Work Done to date.: $472,319.70
% Complete: 100.00%

Date Contract Began: 7/15/13
Contract Time: 104
Time Charged: 102
% Time Used: 98.08%

Work Type: Paving & Drainage Improvements
Limits: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr
From: Tower Rd.
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	Project QTY	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)
	SOUTH TOWER ESTATES SUBDIVISION													
1	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	6180	$ 1.50	$9,270.00		0	$0.00		0	$0.00	6180	6180	9,270.00
2	8" Compacted Caliche (Labor & Material)	SY	7237	$ 8.00	$57,896.00		0	$0.00	3,618	3618	$28,944.00	3619	7237	28,952.00
3	BI-Axial Geogrid BX1200	SY	7237	$ 6.00	$43,422.00	3172	3172	$19,032.00	3,052	6224	$18,312.00	1013	7237	6,078.00
4	Excavate stockpile & treat caliche with 2% lime and rework existing road	SY	4240	$ 6.00	$25,440.00	4240	4240	$25,440.00		4240	$0.00		4240	0.00
5	Erosion Control and sediment control	LS	1	$ 1,500.00	$1,500.00	1	1	$1,500.00		1	$0.00		1	0.00
6	18" Laydown Curb & Gutter	LF	3732	$ 7.00	$26,124.00		0	$0.00	3,082	3082	$21,574.00	650	3732	4,550.00
7	4 FT. Concrete Valley Gutter	LF	144	$ 16.50	$2,376.00		0	$0.00		0	$0.00	144	144	2,376.00
8	Traffic Control	LS	1	$ 2,900.00	$2,900.00	0.5	0.5	$1,450.00	0.5	1	$1,450.00		1	0.00
9	4" Asphalt Driveways	SY	615	$ 15.00	$9,225.00		0	$0.00		0	$0.00	615	615	9,225.00
10	4" Concrete Driveways	SY	180	$ 40.00	$7,200.00		0	$0.00	180	180	$7,200.00		180	0.00
11	Manholes	EA	5	$ 2,985.00	$14,925.00	5	5	$14,925.00		5	$0.00		5	0.00
12	Type C-C Inlet with Concrete Apron	EA	4	$ 3,200.00	$12,800.00	4	4	$12,800.00		4	$0.00		4	0.00
13	Trench Protection	LF	1046	$ 1.00	$1,046.00	1046	1046	$1,046.00		1046	$0.00		1046	0.00
	LITTLE MEXICO SUBDIVISION													
14	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	893	$ 1.50	$1,339.50		0	$0.00		0	$0.00	893	893	1,339.50
15	8" Compacted Caliche (Labor & Material)	SY	893	$ 8.00	$7,144.00		0	$0.00	446	446	$3,568.00	447	893	3,576.00
16	Erosion Control and sediment control	LS	1	$ 2,000.00	$2,000.00		0	$0.00		0	$0.00	1	1	2,000.00
17	Traffic Control	LS	1	$ 2,200.00	$2,200.00		0	$0.00	1	1	$2,200.00		1	0.00
18	Safety End Treatment	EA	4	$ 1,000.00	$4,000.00		0	$0.00	4	4	$4,000.00		4	0.00
19	Manholes	EA	4	$ 2,985.00	$11,940.00	1	1	$2,985.00	3	4	$8,955.00		4	0.00
20	Type C-C Inlet with Concrete Apron	EA	4	$ 3,200.00	$12,800.00		0	$0.00	4	4	$12,800.00		4	0.00
21	Trench Protection	LF	1245	$ 1.00	$1,245.00		0	$0.00	1245	1245	$1,245.00		1245	0.00
	ADD ALTERNATE NO. 2 BID													
22	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	3231	$ 9.20	$29,725.20		0	$0.00		0	$0.00	3231	3231	29,725.20
23	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	830	$ 15.00	$12,450.00	830	830	$12,450.00		830	$0.00		830	0.00
	ADD ALTERNATE NO. 3 BID													
24	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	5000	$ 9.20	$46,000.00		0	$0.00		0	$0.00	5000	5000	46,000.00
25	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	1900	$ 6.50	$12,350.00	1900	1900	$12,350.00		1900	$0.00		1900	0.00
	ADD ALTERNATE NO. 4 BID													
26	Replace Asphalt at Storm Sewer Line Installation 1 1/2 HMAC TY D (Little Mexico)	SY	860	$ 15.00	$12,900.00		0	$0.00		0	$0.00	860	860	12,900.00
	ADD ALTERNATE NO. 5 BID (South Tower Estates)													
27	18" Corrugated PVC Storm Sewer Pipe	LF	52	$ 30.00	$1,560.00	52	52	$1,560.00		52	$0.00		52	0.00
28	24" Corrugated PVC Storm Sewer Pipe	LF	744	$ 32.00	$23,808.00	744	744	$23,808.00		744	$0.00		744	0.00
29	30" Corrugated PVC Storm Sewer Pipe	LF	249	$ 42.00	$10,458.00	249	249	$10,458.00		249	$0.00		249	0.00
30	Storm Trench Bedding and Backfill	LF	1045	$ 3.00	$3,135.00	1045	1,045	$3,135.00		1045	$0.00		1045	0.00
	ADD ALTERNATE NO. 6 BID (Little Mexico)													
31	18" Corrugated PVC Storm Sewer Pipe	LF	102	$ 30.00	$3,060.00		0	$0.00	102	102	$3,060.00		102	0.00
32	30" Corrugated PVC Storm Sewer Pipe	LF	1245	$ 42.00	$52,290.00		0	$0.00	1245	1245	$52,290.00		1245	0.00
33	Storm Trench Bedding and Backfill	LF	1347	$ 3.00	$4,041.00		0	$0.00	1347	1347	$4,041.00		1347	0.00

	CHANGE ORDER NO.1														
1	Manhole Adjustments	EA	1	$ 2,950.00	$2,950.00				1	1	$2,950.00		1	0.00
2	Relocate Existing Sewer Clean-Outs	EA	2	$ 400.00	$800.00				2	2	$800.00		2	0.00

Monthly Totals:	$142,939.00	$173,389.00	$155,991.70
PAVING:	$79,178.00	$110,248.00	$67,366.50
ALTERNATE NO.2	$12,450.00	$0.00	$29,725.20
ALTERNATE NO.3	$12,350.00	$0.00	$46,000.00
ALTERNATE NO.4	$0.00	$0.00	$12,900.00
ALTERNATE NO.5	$38,961.00	$0.00	$0.00
ALTERNATE NO.6	$0.00	$59,391.00	$0.00
CHANGE ORDER NO.1	$0.00	$3,750.00	$0.00

Total to Date:

PAVING	$256,792.50
ALTERNATE NO.2	$42,175.20
ALTERNATE NO.3	$58,350.00
ALTERNATE NO.4	$12,900.00
ALTERNATE NO.5	$38,961.00
ALTERNATE NO.6	$59,391.00
CHANGE ORDER NO.1	$3,750.00
Total	$472,319.70

Prepared and Checked By:

Signature:

Printed Name: Humberto Garcia Jr.

Date: 11/18/13

2GS, LLC — Contractor Name
7/15/13 — Contract Starting Date
10/25/13 — Project Ending Date
LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT — Engineer's / County Project Description

Application No.: 4 (RETAINAGE)
Application Date: 11/6/13
Period To: 9/16/13 to 10/25/13
Engineer's / County Project No.: C-13-127-05-21

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		SOUTH TOWER ESTATES SUBDIVISION																			
1		Prime Coat (MC-30) Entire base and leave ready for	SY	$ 1.50	6180	9,270.00	$ -	0.0	-	0	0	-	0	0	-	6,180	6,180.0	9,270.00	9,270.00	0	0.00
2		8" Compacted Caliche (Labor & Material)	SY	$ 8.00	7,237	57,896.00	$ -	0.0	-	0	0	-	3618	0	28,944.00	3,619	7,237.0	28,952.00	57,896.00	0	0.00
3		BI-Axial Geogrid BX1200	SY	$ 6.00	7,237	43,422.00	$ -	0.0	-	3172	3172	19,032.00	3052	6,224	18,312.00	1,013	7,237	6,078.00	43,422.00	0.00	0.00
4		Excavate stockpile & treat caliche with 2% lime and	SY	$ 6.00	4,240	25,440.00	$ -	0.0	-	4240	4240	25,440.00	0	4,240	-	0	4,240	-	25,440.00	0	0.00
5		Erosion Control and sediment control	LS	$ 1,500.00	1	1,500.00	$ -	0.0	-	1	1	1,500.00	0	1	-	0	1	-	1,500.00	0	0.00
6		18" Laydown Curb & Gutter	LF	$ 7.00	3,732	26,124.00	$ -	0.0	-	0	0	-	3082	3,082	21,574.00	650	3,732	4,550.00	26,124.00	0	0.00
7		4 FT. Concrete Valley Gutter	LF	$ 16.50	144	2,376.00	$ -	0.0	-	0	0	-	0	0	-	144	144	2,376.00	2,376.00	0	0.00
8		Traffic Control	LS	$ 2,900.00	1	2,900.00	$ -	0.0	-	1	1	1,450.00	0.5	1	1,450.00	0	1	-	2,900.00	0	0.00
9		4" Asphalt Driveways	SY	$ 15.00	615	9,225.00	$ -	0.0	-	0	0	-	0	0	-	615	615	9,225.00	9,225.00	0	0.00
10		4" Concrete Driveways	SY	$ 40.00	180	7,200.00	$ -	0.0	-	0	0	-	180	180	7,200.00	0	180	-	7,200.00	0	0.00
11		Manholes	EA	$ 2,985.00	5	14,925.00	$ -	0.0	-	5	5	14,925.00	0	5	-	0	5	-	14,925.00	0	0.00
12		Type C-C Inlet with Concrete Apron	EA	$ 3,200.00	4	12,800.00	$ -	0.0	-	4	4	12,800.00	0	4	-	0	4	-	12,800.00	0	0.00
13		Trench Protection	LF	$ 1.00	1,046	1,046.00	$ -	0.0	-	1,046	1,046	1,046.00	0	1,046	-	0	1,046	-	1,046.00	0	0.00
		LITTLE MEXICO SUBDIVISION																			
14		Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	$ 1.50	893	1,339.50	$ -	0.0	-	0	0	-	0	0	-	893	893	1,339.50	1,339.50	0	0.00
15		8" Compacted Caliche (Labor & Material)	SY	$ 8.00	893	7,144.00	$ -	0.0	-	0	0	-	446	446	3,568.00	447	893	3,576.00	7,144.00	0	0.00
16		Erosion Control and sediment control	LS	$ 2,000.00	1	2,000.00	$ -	0.0	-	0	0	-	0	0	-	1	1	2,000.00	2,000.00	0	0.00
17		Traffic Control	LS	$ 2,200.00	1	2,200.00	$ -	0.0	-	0	0	-	1	1	2,200.00	0	1	-	2,200.00	0	0.00
18		Safety End Treatment	EA	$ 1,000.00	4	4,000.00	$ -	0.0	-	0	0	-	4	4	4,000.00	0	4	-	4,000.00	0	0.00
19		Manholes	EA	$ 2,985.00	4	11,940.00	$ -	0.0	-	1	1	2,985.00	3	4	8,955.00	0	4	-	11,940.00	0	0.00
20		Type C-C Inlet with Concrete Apron	EA	$ 3,200.00	4	12,800.00	$ -	0.0	-	0	0	-	4	4	12,800.00	0	4	-	12,800.00	0	0.00
21		Trench Protection	LF	$ 1.00	1,245	1,245.00	$ -	0.0	-	0	0	-	1245	1,245	1,245.00	0	1,245	-	1,245.00	0	0.00
		Total BASE BID:				**256,792.50**			-			**79,178.00**			**110,248.00**			**67,366.50**	**256,792.50**		**0.00**
		ADD ALTERNATE NO. 2 BID																			
22		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	$ 9.20	3231	29,725.20	$ -	0.0	-	0	0	-	0	0	-	3,231	3,231	29,725.20	29,725.20	0	0.00
23		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	$ 15.00	830	12,450.00	$ -	0.0	-	830	830	12,450.00	0	830	-	0	830	-	12,450.00	0	0.00
		ADD ALTERNATE NO. 3 BID																			
24		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	$ 9.20	5000	46,000.00	$ -	0.0	-	0	0	-	0	0	-	5,000	5,000	46,000.00	46,000.00	0	0.00
25		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	$ 6.50	1900	12,350.00	$ -	0.0	-	1,900	1,900	12,350.00	0	1,900	-	0	1,900	-	12,350.00	0	0.00
		ADD ALTERNATE NO. 4 BID																			
26		Replace Asphalt at Storm Sewer Line Installation 1 1/2 HMAC TY D (Little Mexico)	SY	$ 15.00	860	12,900.00	$ -	0.0	-	0	0	-	0	0	-	860	860	12,900.00	12,900.00	0	0.00
		ADD ALTERNATE NO. 5 BID (South Tower Estates)																			
27		18" Corrugated PVC Storm Sewer Pipe	LF	$ 30.00	52	1,560.00	$ -	0.0	-	52	52	1,560.00	0	52	-	0	52	-	1,560.00	0	0.00
28		24" Corrugated PVC Storm Sewer Pipe	LF	$ 32.00	744	23,808.00	$ -	0.0	-	744	744	23,808.00	0	744	-	0	744	-	23,808.00	0	0.00
29		30" Corrugated PVC Storm Sewer Pipe	LF	$ 42.00	249	10,458.00	$ -	0.0	-	249	249	10,458.00	0	249	-	0	249	-	10,458.00	0	0.00
30		Storm Trench Bedding and Backfill	LF	$ 3.00	1045	3,135.00	$ -	0.0	-	1,045	1,045	3,135.00	0	1,045	-	0	1,045	-	3,135.00	0	0.00
		ADD ALTERNATE NO. 6 BID (Little Mexico)																			
31		18" Corrugated PVC Storm Sewer Pipe	LF	$ 30.00	102	3,060.00	$ -	0.0	-	0	0	-	102	102	3,060.00	0	102	-	3,060.00	0	0.00
32		30" Corrugated PVC Storm Sewer Pipe	LF	$ 42.00	1245	52,290.00	$ -	0.0	-	0	0	-	1245	1,245	52,290.00	0	1,245	-	52,290.00	0	0.00
33		Storm Trench Bedding and Backfill	LF	$ 3.00	1347	4,041.00	$ -	0.0	-	0	0	-	1347	1,347	4,041.00	0	1,347	-	4,041.00	0	0.00

		CHANGE ORDER NO.1																			
1		Manhole Adjustments	EA				$ 2,950.00	1	2,950.00	0	0	-	1	1	2,950.00	0	1	-	2,950.00	0	0.00
2		Relocate Existing Sewer Clean-Outs	EA				$ 400.00	2	800.00	0	0	-	2	2	800.00	0	2	-	800.00	0	0.00
		TOTAL AMOUNTS:				468,569.70			-			142,939.00			173,389.00			155,991.70	472,319.70		-

Humberto Garcia Jr.
Print Name

Signature

11/18/13
Date

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30th DAY OF October 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 21, 2013
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: 2GS, LLC
OF THE CITY OF Peñitas STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Little Mexico Subdivision and South Tower Estates Paving & Drainage Project

CONTRACT NO: C-13-127-05-21
Located in or near the City/Precinct Of Hidalgo County Pct. #2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 468,569.70
Present Amount of Contract	$ 472,319.70
Total Amount of earned to Date	$ 472,319.70
Less: previous payments	$ 448,703.72
Balance	$ 23,615.98
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 23,615.98

Exhibit E-L

6. That the final payment in the amount of twenty-three thousand six hundred fifteen dollars and ninety-eight cents is now due and payable.

PE

Engineer's Signature

CONCURRED BY:

2GS, LLC
Contractor's Name

By: _____

Title: Manager

CONCURRED BY:

Ramon Garcia
City/Precinct

By: _____

Title: County Judge

Approved by Commissioners' Court
on 5/21/13 RO

Exhibit E-L

AI-42202 **Purchasing Department 12. G.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

370th District Court:

Acceptance and approval for Hidalgo County to purchase the continuation of the maintenance services with ending date of November 30, 2014 through assigned purchase order (no signed documents required only purchase order) with Office Communications Systems Inc. d/b/a Toshiba Business Solutions for Hidalgo County 370th Judicial District Court - Toshiba E281C-#CDJ513662 through Requisition #246740 in the amount of $819.72.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-007-001-0-432

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Terms & Conditions

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:17 PM
Budget & Management	Debbie Tamez	12/12/2013 04:38 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Matilde Faz Started On: 12/10/2013 08:41 AM

Final Approval Date: 12/17/2013

Requisition

Req # 00246740

PO #

Date: 11/05/13

Consent
42202
12/20/13

Bill To: x
x

Vendor : 27057
OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: 370TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact:
956-318-2280

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM SERVICE RENEWAL OF PREMIUM PLUS MAINTENANCE AGREEMENT FOR MAIN UNIT ID#: 36138 MAIN UNIT MODEL TOSHIBA e281c SERIAL #: cdj513662 FROM DECEMBER 1, 2013 TO NOVEMBER 30, 2014 <$0.01090 for black and $0.0900 for color copy>	819.72	819.72
		Account No	Encumbrance	
		3-1100-412-00-007-001-0-432	819.72	
			Freight	.00
			Total	819.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TOSHIBA BUSINESS SOLUTIONS
Texas

Purchase Order Request

November 22, 2013

Attention:

HIDALGO COUNTY OF
370TH JUDICIAL COURT 1ST FLOOR
100 N CLOSNER
EDINBURG, TX 78539

Ref: Service Contract Renewal

Model: ESTUDIO281C Serial #: CDJ513662 Equipment I.D.: 36138 LAST YEARS PO#685261
Location: 370TH DISTRICT

Dear Valued Customer:

Our records indicate that the maintenance contract on the above equipment expires 12/1/13 . Since our records also indicate that your company requires a Purchase Order number on the renewal invoice, we would appreciate your response to this letter indicating your preference of the choices listed below.

This equipment has a renewal price of $819.72 per year.
Meter charges (if applicable) will bill at $.0.01090 for black and 0.0900 for color for each copy in excess of 60,000 for black and 0 for color copies per black year and color quarterly.

We do appreciate your prompt attention to this matter. Please do not hesitate to call should you have any questions regarding this notice.

Sincerely,

Amy E. Saxon
Toshiba Business Solutions
(210) 357-2600 / (800) 292-1151, ext. 115
Fax #: (210) 357 - 2626
amy.saxon@tabs.toshiba.com

_____We wish to keep our equipment covered under a GMA. Bill us using our Purchase Order #:_____.
(Please reference your equipment serial number or I.D. number on your purchase order)

_____We wish to keep our equipment covered under a GMA. Bill us without a Purchase Order #.

_____We wish to discontinue our GMA. (30 days advanced written notice is required)

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4 . NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of $25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;
(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
(e) Painting or refinishing of the equipment;
(f) Making specification changes;
(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;
(h) Performing key operator functions as described in the operator manual;
(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available
(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXECPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

AI-42083 **Purchasing Department 12. H.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Hon. Joe Flores, Pct. #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324619-$1,473.00 for "La Homa ROW";
2. Invoice No. 11324624-$2,518.33 for "Tom Gill/Liberty Rd Project";
3. Invoice No. 11324625-$140,625.00 for "Liberty Rd Project;
4. Invoice No. 11324629-$78,780.00 for "Mile 3";

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO 671613-La Homa ROW

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-100-0-841/731/711

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

BUDGETARY IMPACT:

PO 683229-Tom Gill/Liberty Rd Project

FISCAL YEAR: 2013 ACCT. #: 3-1303-431-00-123-100-0-841/731/711

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

BUDGETARY IMPACT:

PO 700240-Liberty Rd Project

FISCAL YEAR: 2013 ACCT. #: 3-1303-413-00-123-051-0-841/731

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

BUDGETARY IMPACT:

PO 700622-Mile 3

Attachments

Invoices

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 03:58 PM
Budget & Management	Debbie Tamez	12/12/2013 04:20 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 01:12 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/04/2013 03:06 PM

Final Approval Date: 12/17/2013

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324619
INVOICE DATE: 11/30/13

SIGN: _____
REQ# 9/1011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2013.						
32001-Const Mgmt	108.000.00				0.0	108.000.00
60000-Row Acq. Admin	329.000.00	329.000.00		329.000.00	100.0	
60100-Title Services	42.000.00	42.000.00		42.000.00	100.0	
60200-Appraisal Srv	49.000.00	49.000.00		49.000.00	100.0	
60220-Appraisal Srv	140.000.00	140.000.00		140.000.00	100.0	
60300-Appraisal Rvw	24.500.00	24.500.00		24.500.00	100.0	
60330-Appraisal Rev	31.500.00	31.500.00		31.500.00	100.0	
60400-Parcel Negtion	245.000.00	217.175.00	875.00	218.050.00	89.0	26.950.00
60500-Clsng Srvs Fee	14.000.00	6.500.00	598.00	7.098.00	50.7	6.902.00
TOTALS:	983.000.00	839.675.00	1.473.00	841.148.00	85.6	141.852.00

ORIGINAL CONTRACT SUM	$	983.000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983.000.00
TOTAL COMPLETED TO DATE	$	841.148.00
LESS PREVIOUS INVOICES	$	839.675.00
CURRENT PAYMENT DUE	$	1.473.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/3/13
GOODS/SERVICES RECEIVED BY
_____ ON 11/30/13

3-1342-431-00-123-045-0-341

m

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324624
INVOICE DATE: 11/30/13

SIGN: _____
REQ# 224683
PO# 683229

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120801
Tom Gill/Liberty Road Project
WA#1 - P.O.# 683229
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2013.						
11005-Pre Comp Util	32,232.54	32,232.54		32,232.54	100.0	
11006-Design Schem	263,416.43	263,416.43		263,416.43	100.0	
11007-Prelim ROW	27,568.65	27,568.65		27,568.65	100.0	
12001-EA Reports	95,024.83	71,268.62		71,268.62	75.0	23,756.21
12002-Pub Involvment	37,579.61	37,579.61		37,579.61	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12009-Engr/Pub Hear	12,593.28	6,296.64		6,296.64	50.0	6,296.64
12070-Arch & Hist	41,780.40	6,612.82	2,518.33	9,131.15	21.9	32,649.25
16101-Hydro Map	37,568.78	37,568.78		37,568.78	100.0	
TOTALS:	567,770.36	502,549.93	2,518.33	505,068.26	89.0	62,702.10

ORIGINAL CONTRACT SUM	$	567,770.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	567,770.36
TOTAL COMPLETED TO DATE	$	505,068.26
LESS PREVIOUS INVOICES	$	502,549.93
CURRENT PAYMENT DUE	$	2,518.33

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/3/13
GOODS/SERVICES RECEIVED BY
Conv. Floor ON 12/3/13

M8

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324625
INVOICE DATE: 11/30/13

SIGN:
REQ# 245659
PO# 700240

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120802
Liberty Road Project
WA#2 - PO #700240
C-12-246-10-16

Engineering services for the month of November 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Mapping	25,200.00	2,520.00	2,520.00	5,040.00	20.0	20,160.00
13020-ROW Map/Sub	134,400.00	20,160.00	26,880.00	47,040.00	35.0	87,360.00
15001-Field Survey	68,560.00	6,856.00	6,856.00	13,712.00	20.0	54,848.00
15010-Field Srvy/Sub	113,840.00	17,889.00	17,889.00	35,778.00	31.4	78,062.00
16001-Geometric Degn	765,800.00	76,580.00	76,580.00	153,160.00	20.0	612,640.00
16006-Plans to TxDot	135,000.00				0.0	135,000.00
16107-Drnage Dsgn Rd	54,000.00	5,400.00	5,400.00	10,800.00	20.0	43,200.00
16308-Permited Utili	45,000.00	4,500.00	4,500.00	9,000.00	20.0	36,000.00
TOTALS:	1,341,800.00	133,905.00	140,625.00	274,530.00	20.5	1,067,270.00

ORIGINAL CONTRACT SUM	$	1,341,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,341,800.00
TOTAL COMPLETED TO DATE	$	274,530.00
LESS PREVIOUS INVOICES	$	133,905.00
CURRENT PAYMENT DUE	$	140,625.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 12/3/13
GOODS/SERVICES RECEIVED BY
ON 11/30/13
3-1303-431-00-123-100-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324629
INVOICE DATE: 11/30/13

SIGN: _____
REQ# 246010
PO# 700622

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131001
Mile 3 WA#1
WA#1 P.O.#700622
C-13-305-10-07

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2013.						
11005-Prelim Cst Est	70,000.00		7,000.00	7,000.00	10.0	63,000.00
11006-Design Schem	309,600.00		30,960.00	30,960.00	10.0	278,640.00
11007-Prelim ROW Req	40,000.00		4,000.00	4,000.00	10.0	36,000.00
12001-EA Reports	160,000.00		16,000.00	16,000.00	10.0	144,000.00
12002-Pub Involvment	79,200.00		7,920.00	7,920.00	10.0	71,280.00
12007-Arch & Hist	65,000.00				0.0	65,000.00
12008-Pub Mtgs/Hear	54,000.00		5,400.00	5,400.00	10.0	48,600.00
16101-Hydro Stu Dis	45,000.00		4,500.00	4,500.00	10.0	40,500.00
16401-Coor w/Tx/FHWA	30,000.00		3,000.00	3,000.00	10.0	27,000.00
33001-Geotech Testin	20,000.00				0.0	20,000.00
TOTALS:	872,800.00	0.00	78,780.00	78,780.00	9.0	794,020.00

ORIGINAL CONTRACT SUM	$	872,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	872,800.00
TOTAL COMPLETED TO DATE	$	78,780.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	78,780.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/2/13
GOODS/SERVICES RECEIVED BY
Cesar Flores ON 11/30/13

3-1303-431-00-123-0510-841

AI-42054 **Purchasing Department 12. I.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Hon. Guadalupe Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of previous action of AI#35080 as approved by CC on 11/06/12 for the purchase of the 911 Recorder Equipment/Software for updating of existing equipment in connection to the LRGVDC 911 Program with Commercial Electronics Corp. through HGAC Contract #RP07-11 to include the approval of the software agreement as reviewed/approved by legal through the life term of the program, equipment, software, hardware, maintenance support services, upgrading and purchases of appurtenances in place by office/department user; and,

2. Pursuant to the aforementioned, approval to pay in the amount of $16,367.89 thru assigned requisition #248035 for payment of support services for years ending 2014, 2015 and 2016 with Commerical Electronics, Inc. including the signing of required documents by County Judge, Court Member (if applicable).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1284-421-51-280-030-5-432

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

BUDGETARY IMPACT:

Req. 248035
Funding was appropriated to the Hidalgo County Sheriff's Office by The Lower Rio Grande Valley Development Council for the 911 Program.

Attachments

Agreement Documentation

Prior Agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 03:42 PM
Budget & Management	Debbie Tamez	12/12/2013 04:12 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Vangie Garcia Started On: 12/03/2013 03:17 PM

Final Approval Date: 12/17/2013

Commercial Electronics Corp
Phone: (210) 736-3119 Fax: (210) 737-1240
1318 North Brazos
San Antonio, TX 78207

Quote

No.: **2419**
Date: 9/9/2013

Prepared for:
Lt Richard Ozuna 9564574236
Hidalgo Co. SO
711 E El Cibolo Rd
Edinburg, TX 78539 US

Account No.: 855
Phone: (956) 393-6050
Fax: (956) 393-6058
Job: New Installation - Quote ONLY

Prepared by: Bill Behar

Qty.	Part Number	Description	Sell	Total
		Pre-paid maintenance price quote **The quote based on a Jan 1st payment** **There is a 5% discount on the following pricing.** **Normal price for Tier IV Maintenance is $6080.95**		
1	QTRSUPP-1	Tier IV Maintenance for years 2,3,& 4	$16,367 .89	$16,367.89
		Price breakdown **year 2 1-1-2014 - 12-31-2014 = $ 6,080.95** **year 3 1-1-2015 - 12-31-2015 = $ 5,143.47** **year 4 1-1-2016 - 12-31-2016 = $ 5,143.47**		
			Item Total:	$16,367.89
		Total does not include applicable sales tax.	**Total:**	$16,367.89

Prices are firm until 12/31/2013 Terms: 50% down / 50% on delivery

Quoted by: Bill Behar - bbehar@comelectronics.com **Date:** 9/9/2013
(210) 547-2131 - Office, (817) 394-1873 - Fax

Please allow 4-6 weeks for delivery and/or installation.

Accepted by: _____ **Date:** _____

Master Post Warranty Services Agreement

This Master Post Warranty Services Agreement (the "Agreement") by and between Commercial Electronics Corp., (“CEC”) a Texas corporation having its principal place of business at 1318 N. Brazos, San Antonio, TX 78207, and Hidalgo Co. SO ("Customer"), having its principal place of business at 711 E El Cibolo Rd, , Edinburg, TX 78539, is entered into as of the date last written below (the "Effective Date").

This Agreement consists of this signature page and the following attachments which are incorporated in this Agreement by this reference:

1. Master Post Warranty Services Agreement Terms and Conditions
2. EXHIBIT A: HigherGround Recording System Maintenance Agreement
3. EXHIBIT B: Summary of Equipment List and maintenance fee.

This Agreement is the complete agreement between the parties hereto concerning the software and hardware maintenance of the HigherGround recording system and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit, the terms of the Exhibit shall govern. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Hidalgo Co. SO	**Commercial Electronics Corp.**
_____	_____
Authorized Signature	Authorized Signature
_____	Wes Burns – VP, Operations .
Type name & title	Type name & title
_____	_____
Date	Date

HigherGround
Authorized Reseller

DEFINITIONS:

Customer – The person or company personnel who owns or uses the product.

Fault - any failure of the recording system to perform to its published specifications.

Corrective Action – 1) a replacement, modification or addition that brings the recording system into proper operation according to its published specifications; 2) a procedure or routine that when observed in the regular operation of the recording system, avoids the practical adverse effect of such fault.

Third Party Software – any computer file or executable program or sub-routine not provided as 1) part of the original system, 2) approved in writing by CEC, or 3) created by the system through its normal operation, including malicious viruses, worms and other malware.

Third Party Equipment – any internal or external hardware not provided as 1) part of the original system, 2) approved in writing by CEC.

Normal Wear and Tear – degradation of hardware due to time, normal operating environment and use.

Archive Media – electronic storage configured for long-term data retention including but not limited to: external hard drive, internal and external RAID, floppy disk, magneto-optical disk (i.e. CD, DVD), magnetic tape.

Acts of God – Any event, natural or unnatural beyond the control of mankind.

Warranty Period – One year from date of original installation and acceptance by customer

COVERED SERVICE:

Remote software maintenance and other covered services will be performed promptly as updates become available and at any time a recording system fault is reported. CEC will provide reasonable assistance to help Customer operate each new release.

Any hardware maintenance provided will be performed at any time during the hours from 8:00 a.m. to 4:30 p.m. on all days EXCEPT WEEKENDS AND HOLIDAYS unless the 24-hour on-site service applies. (See - **24-HOUR ON-SITE SERVICE PROCEDURE**)

Service required for failures which are not a result of normal wear and tear, or otherwise not covered by this agreement shall be furnished on a TIME AND MATERIALS basis.

1318 N. Brazos San Antonio, Texas 78207 800-933-4077 210-736-3119 www.comelectronics.com

CEC shall be responsible for using all reasonable diligence to correct any verifiable and reproducible fault of the recording system when reported to CEC in accordance with its standard reporting procedures. The corrective action when completed may be provided in the form of a "temporary fix" consisting of sufficient programming and operating instructions to effect the correction.

CEC shall maintain a trained staff capable of rendering the services set forth in this Agreement. CEC, at its sole option, may dispatch contracted service personnel to effect on-site repairs.

RESPONSIBILITY OF CUSTOMER:

CUSTOMER recognizes that computer equipment is vulnerable to misuse and neglect and agrees to maintain an environment conducive to computer equipment operation.

CUSTOMER recognizes the vulnerability of the recording system's operating system and associated software to infiltration of malicious software programs known as "viruses" or "worms". Customer agrees to bear sole responsibility for ensuring the recording system is protected against such infiltration, eradication of same, and any cost associated with recovering lost or damaged data.

CUSTOMER must be prepared to assist the technician by providing a complete and accurate description of the trouble symptoms over the phone, performing any routine front panel functions including removing and reapplying main power to the unit as instructed.

CUSTOMER has the responsibility to make the recording system accessible to the service representative via remote access for scheduled updates and maintenance at times acceptable to both parties. Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties.

LIMITATIONS ON CONTRACT SERVICE:

The Maintenance Agreement applies to the recording system and its integral components including peripheral equipment supplied by Commercial Electronics at original installation or through subsequent authorized system upgrade or modification.

The Maintenance Agreement covers repairs and service required as a result of normal use and **DOES NOT COVER** service necessitated by damage incurred in accident, abuse, lightning, water damage, flood or other similar causes.

Third party software, including viruses and worms, third party equipment, telephone company line(s) problems, or any damage to or failure of the system caused by same WILL NOT be covered under this Maintenance Agreement.

NO COVERAGE is extended under this Agreement to batteries or other consumable supplies though specific manufacturers' warranties may apply.

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NO COVERAGE is extended under this Agreement to archive media of any type including but not limited to magnetic tape, magneto-optical disk, external hard drive, or other removable media, whether provided as part of the original recording system or subsequently purchased from Commercial Electronics, beyond replacement cost of the media. Commercial Electronics Corp. IS NOT responsible for, and Customer agrees not to hold Commercial Electronics Corp. liable for lost data. Any cost involved attempting to recover lost or damaged data will be the sole responsibility of Customer.

CEC's obligations under this paragraph do not extend to any claims arising from any modification not made by CEC or from the use or combination of the software provided by CEC with products provided by CUSTOMER or others.

TIME AND MATERIAL SERVICE:

Time and material service shall be provided when requested by customer for services not included under this contract and shall be furnished in accordance with the service requested.

An additional charge will be made for travel time, mileage and/or components used to effect repairs not otherwise covered by this Maintenance Agreement at the current labor and mileage rates and parts pricing.

Prior to commencing any work that is not covered by the Maintenance Agreement, CEC will submit a written estimate of the labor and material charges and obtain the written approval for such work by the Customer. Customer shall not be liable for any work performed without Customer's written approval.

INDEMNITY:

CEC shall indemnify and hold CUSTOMER harmless from any and all claims, suits, loss or damages which are made against CUSTOMER, CUSTOMER's employees or officers where such claims, suits or damages in any way arise out of or in connection with CEC's employee's, contractor's, subcontractor's or agent's presence on CUSTOMER's property or work performed on CUSTOMER's property when said claims, suits or damages arise out of the gross negligence or willful acts of CEC, their employees, contractors, subcontractors or agents.

LIMITATION OF LIABILITY:

CEC shall not be liable for any loss or damage suffered by the CUSTOMER caused by "Acts of God" or from any other cause beyond the control of CEC, and CUSTOMER, by signing this Agreement, acknowledges and agrees to this provision.

EXCEPT AS PROVIDED HEREIN, CEC's MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL, DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE GROSS NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF CEC, SUBJECT TO A MAXIMUM

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LIABILITY OF THE ANNUAL AMOUNT PAID FOR SERVICE WHICH DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL CEC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF CEC HAS BEEN ADVISED AS TO THE POSSIBLITY OF SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

ENTIRE AGREEMENT:

CEC has not made nor is CUSTOMER relying upon any representations other that those specifically set forth herein. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by CEC and CUSTOMER to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of CEC.

SURVIVABILITY:

If any one or more of the provisions of this Agreement, or the application of such provisions to the CUSTOMER, CEC or any circumstances shall be held invalid, the remainder of this Agreement shall remain in full force and effect.

If for any reason this Agreement between CUSTOMER and CEC is terminated, abridged, canceled, breached or nullified, both parties agree that any license agreement, confidentiality or non-disclosure agreements executed between both parties shall remain in effect in perpetuity.

TERM AND TERMINATION:

The term of this Agreement shall commence on the Effective Date and continue unless terminated in accordance with this section. The term of service hereunder shall commence on the date set forth on the Exhibit B. The term shall continue for a period of one (1) year and may be renewed for successive one (1) year terms for each Equipment List under the terms of this Agreement upon customer submitting a renewal purchase order no later than thirty (30) days prior to the date of such renewal or unless at least thirty (30) days prior to the date of any such renewal either party provides notice to the other party of its intention not to renew:

(i) a portion of the product listed on the Exhibit B
(ii) this Agreement together with all equipment lists (Exhibit B)

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ANTI-VIRUS SOFTWARE NOTICE

To prevent potential conflicts with other existing anti-virus programs which may be operating on your network, anti-virus software is not included with the recording system. However, because of the potential damage computer viruses can do, Commercial Electronics strongly suggests the purchase of anti-virus protection to be installed and kept current on all recording system servers. There are several anti-virus programs commercially available and we make no specific recommendation other than the program should include current updates. This should be discussed with your IT administrator.

Should your recording system become infected with a computer virus, it will be your responsibility to eradicate the virus before Commercial Electronics performs any further maintenance which may be required.

If requested, Commercial Electronics will assist in the removal of a virus infection during normal business hours only at standard time-and-materials rates.

MICROSOFT OS UPDATE NOTICE

Windows updates and security patches are performed by CEC technical personnel only if required to correct an otherwise warrantable defect. Routine Windows updates and security patches are not managed by HigherGround nor CEC as some require a hard reboot or other front-panel user intervention and may potentially involve some amount of downtime. All bona fide Microsoft released Windows patches and updates are approved for the respective operating system running on each recording chassis, however, it is up to the customer's IT personnel to manage these. It is recommended that updates be set to automatically download but be manually installed. This should be discussed with your IT administrator.

If requested, Commercial Electronics will assist in performing OS updates and security patches during normal business hours only at standard time-and-materials rates.

LIGHTNING / WATER DAMAGE NOTICE

Lightning and water damage are not covered under the maintenance agreement. It is highly probable that the full extent of the damage could never be accurately determined as dormant issues may not show up for months even though the system may appear to be working after sustaining lightning or water damage. As such, CEC will not continue to cover the system against future service issues.

Lightning can enter a system through any external connection including power, network, data or audio.

It is generally our recommendation, whenever a system experiences lightning or water damage, that the system be replaced in its entirety.

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EXHIBIT A
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT

COMPANY:
Hidalgo Co. SO

EQUIPMENT LOCATION AND PRICING:
PER EXHIBIT B

COMMERCIAL ELECTRONICS CORP. agrees to maintain the HigherGround recording system during the term of this Maintenance Agreement by furnishing service accepted by Customer as indicated below:

REMOTE SOFTWARE MAINTENANCE (Tier I):

1. 24-hour remote monitoring of system performance and fault notification (*dedicated modem line required)
2. All labor required for remote updates (as they become available) of HigherGround software;
3. All labor required for software maintenance and remote support;
4. All travel time and mileage required to transport personnel and equipment for the performance of remote maintenance on recording software.

HARDWARE EXCHANGE (Tier II):

Additionally includes:

1. All parts requiring replacement as a result of normal wear and tear;
2. Shipping charges to expedite replacement parts to the customer.

ON-SITE MAINTENANCE (Tier III):

Additionally includes:

1. All labor required for repairs during normal business hours;
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system hardware during normal business hours;
3. On-Site service does not apply to peripheral equipment, including keyboard, monitor, mouse, UPS, cameras, microphones, or other easily replaceable external modules.

24-HOUR ON-SITE SERVICE (Tier IV):

Additionally includes:

1. All labor required during non-business hours to restore the primary function of the system;
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system during non-business hours to restore the primary function of the system.

This agreement applies to the equipment listed on Exhibit B and its integral parts unless specifically designated as not covered.

*ALL EQUIPMENT MUST HAVE A VALID SERIAL NUMBER

NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

EXHIBIT B
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT

Location	System #	Description	Serial #	†Remote Access Number	*Effective Date	Tier I Annual Maintenance	Tier II Annual Maintenance	Tier III Annual Maintenance	Tier IV Annual Maintenance
711 E El Cibolo Rd, Edinburg, TX 78539	3049	HGCS 16a, 24d ANI-ALI	136619	TeamViewer Client	1/1/14	$1,290.00 +applicable sales tax	$3,348.57 +applicable sales tax	$5,463.07 +applicable sales tax	$6,080.95 +applicable sales tax
Initial below the Maintenance Tier desired									

†NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

Payment in-full for the selected Tier above must be arranged with CEC prior to performance of any covered service action. If a lapse in coverage occurs, CEC reserves the right to inspect the system to ensure proper working condition prior to final acceptance of the Maintenance Agreement. Additional charges may apply to correct any malfunction should a lapse in maintenance coverage occur.

EXCHANGE SERVICE PROCEDURE

COMMERCIAL ELECTRONICS CORP. agrees to provide refurbished parts for the covered voice logging equipment in exchange for defective boards and modules which fail due to normal wear and tear.

Exchange Request: CUSTOMER will submit a request via facsimile to (210) 737-1240 providing accurate part identification and failure detail.

Parts Exchange: Commercial Electronics will pre-ship parts as available for requests received prior to 2:00 p.m. Commercial Electronics will provide confirmation and return material authorization to CUSTOMER via return facsimile. Requests received after 2:00 p.m. will be processed the next business day.

Verification: Upon receipt, Commercial Electronics will test and evaluate the failed component. Should the failure be determined to be the result of damage incurred in accident, abuse, lightning, water damage, flood or other causes not covered by the Maintenance Agreement, Time and Material charges will apply.

NOTE: The EXCHANGE SERVICE PROCEDURE ADDENDUM applies only to Maintenance Agreements Tier II or higher.

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24-HOUR ON-SITE SERVICE PROCEDURE

COMMERCIAL ELECTRONICS CORP. agrees to provide service to the covered voice logging equipment whether warrantable or non-warrantable at the customer's request for any PRIMARY FAILURE that may arise after normal business hours. A primary failure is a failure of the voice logging equipment to perform its primary function of recording. Normal response time is within 30 minutes, whether during normal business hours or not.

After business hours service will be limited to actions required to correct a primary failure to include complete replacement if necessary. All other service will be scheduled for normal business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday as per Maintenance Agreement. Services performed during non-business hours for non-warrantable failures will be billed at overtime rates beginning from the technician's point of departure.

Trouble Reporting: CUSTOMER will contact the on-call technician by calling (800) 933-4077, extension 911 and leaving a detailed message of the problem, a call back number and contact name. If no response is received within fifteen (15) minutes, CUSTOMER should make subsequent attempts every fifteen (15) minutes.

Trouble Response: The service technician, upon receiving the page, will first attempt to correct the failure remotely. If it is determined that the primary failure cannot be rectified remotely, a technician will be dispatched to CUSTOMER's site with appropriate replacement equipment and/or repair parts sufficient to restore primary function. Response time will include drive time to Commercial Electronics' repair facility for the technician to pick up any necessary equipment before going to CUSTOMER 's site. In the event that it is determined that it would be impractical to attempt on-site repair after hours, or there is no reasonable expectation of restoring primary function, a technician will be dispatched at the earliest opportunity when a reasonable expectation of successful repair exists.

NOTE: The 24-HOUR ON-SITE SERVICE PROCEDURE ADDENDUM applies only to Tier IV Maintenance Agreements.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Software Maintenance

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Mon, Dec 09, 2013 09:41 AM
Subject : Re: Software Maintenance 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : 'josephine.ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Vangie,

Our office approves as to form the agreement that does not contain the arbitration clause (attached).

Please contact me if you have any questions or concerns.

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

****
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****

email.co.hidalgo.tx.us - Sheriff maintenance.docx
294 KB

Purchase Order

COUNTY OF HIDALGO

PO#: 683346

DATE: 11/01/12

VENDOR: 356735 REQ:00220985
FAX (201)848-9982 Email:
Phone:(201)848-8552
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
Vendor Acct:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER THIS REQUISITON IS BEING APPROVED PURSUANT TO TX. LOC. GOV. CODE 262.024(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county) and hidalgo county policies and procedures section IX, article 9.01, 9.01.01 and 9.01.02 and as discussed and approve by Marty. UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL		
1	EACH	OM ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		999.00
		********** For Hidalgo County use only 2-1100-421-00-280-001-0-336 999.00 Approved ----------		

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220985
PO #
Date: 08/10/12

Bill To: x
x

Vendor : 356735
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
FAX (201)848-9982

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	999.00	
			Freight	.00
			Total	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Forensics to extract d/ck from Cell Phones

Authorized By: _____

Yolanda Velasquez

From: Deborah Hail [DHail@periscopeholdings.com]
Sent: Thursday, October 11, 2012 3:43 PM
To: Yolanda Velasquez
Subject: RE: License Renewal

I would think that the upgrade/renewal would fall under that one with the actual device. You could also use 920-46 Software Updating Services

Deborah Hail
Manager, NIGP Code Services
Periscope Holdings, Inc.
211 East 7th Street, Suite 1100 | Austin, TX 78701
P: (800) 757-6064 D (512) 666-9384
F: (512) 472-9504
dhail@periscopeholdings.com
www.periscopeholdings.com

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 3:37 PM
To: info-nigp
Subject: License Renewal

Good afternoon

I am trying to determine if a "Software Upgrade Renewal License" for Universal Forensic Extraction Device License Renewal would fall under commodity code **73037**-Forensic Extraction Devices for Cellular's, smartphones and PDAS. (it doesn't mention Software Upgrade or Licensing)

Please advise.

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

Req 220985

Cellebrite USA, Inc.
266 Harristown Rd.
Ste. 105
Glen Rock. NJ 07452

Tel: 201-848-8552
Fax: 201-848-9982
Tax ID#: 22-3770059

Quotation

Quote Number:

Q-01659-W

Quote Date:

6/26/2012

Quoted to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Contact: Terry Contreras

Phone #: 956-393-6020

Quote Ship to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDALGOCOUNTY-711	9/30/2012	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	SWUF-1	Software Upgrade - One Year Logical Renewal for ser # 5603590	$999.00	$999.00

Sent 9/26

Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:
- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Glen Rock, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: http://www.cellebrite.com/us/tc)

Subtotal:	$999.00
S&H Amount:	
Sales Tax:	$0.00
Total:	$999.00

6/26/2012 12:25 PM

Prepared by John Bigler

CELLEBRITE TERMS AND CONDITIONS OF SALE

1. Order of Precedence. This Cellebrite Terms and Conditions of Sale ("Terms") will be the only terms and conditions that apply to any purchase order ("Purchase Order") between you ("Buyer") and Cellebrite USA Corporation ("Cellebrite"). Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and all Purchase Orders submitted by Buyer shall be deemed to incorporate and be subject to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for Product to Cellebrite as written Purchase Orders subject solely to the Terms, stating the quantities and descriptions of products ("Products") required, applicable purchase prices and license fees, requested delivery dates, and billing/shipping instructions. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Glen Rock, New Jersey. Buyer may reschedule delivery one time at least thirty (30) days before delivery date. If Buyer makes any changes less than thirty (30) days before delivery date or any additional rescheduled delivery, Buyer shall pay the full amount under the Purchase Order.

3. Delivery and Acceptance. Shipment will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, expire thirty (30) days after the date of a quotation, and are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by the transaction between Buyer and Cellebrite, in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Terms of Payment. Payment is due prior to shipping; provided, however, that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days from the date of Cellebrite's invoice, which Cellebrite will not issue before shipping. Cellebrite may assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not timely paid (but not to exceed the maximum lawful rate), accruing on a daily basis and compounding monthly from the date such amounts were due. If Buyer delays shipments other than as authorized in these Terms, Cellebrite may invoice Buyer when Cellebrite is prepared to ship. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2 above.

6. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in the Product or Software to secure the purchase price of the Product or Software until the purchase price is paid in full. Buyer shall execute and deliver all documents requested by Cellebrite to perfect and maintain Cellebrite's security interest.

7. Title to Software. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA.

8. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products or license of any Software under these Terms.

9. Software Support. For the first twelve (12) months following the purchase of a Product, Cellebrite shall supply software for Products ("Software Support") at no additional charge. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided, however, that Software Support must be continuous. During the Software Support period for a Product, Cellebrite shall supply certain software updates to Buyer, in accordance with Cellebrite's standard practices. Cellebrite may invoice Buyer for Software Support on the start date of each Software Support agreement. For clarity, Software Support does not cover any hardware issues.

10. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care. These Terms are Cellebrite's confidential information.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF THE PRODUCTS OR SOFTWARE BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTH PERIOD THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

12. Buyer Indemnity. Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Buyer's) arising from any use of a Product or Software in a manner other than as authorized under these Terms, including using a Product or Software in a manner that violates a person's fourth amendment rights under the United States Constitution (or its foreign equivalent) or misappropriating a person's list of contacts or other personal information, or for an Excluded Item (as defined in Cellebrite's warranty); (ii) reimburse Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use the Products or Software in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents and in a manner that does not violate the rights of any third party.

14. General. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, except either party may assign these Terms to any affiliate of such party or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to these Terms, provided that (i) the assignee agrees in writing to be bound by these Terms, (ii) neither the assignor nor assignee are in default hereunder. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of ~~New York~~, excluding its choice of law rules and excluding the Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms are for reference purposes only and will not be deemed to in any way affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any mutual nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

Texas

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

F. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE SELLER'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

G. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

Forensic Products

UFED Touch Ultimate

UFED Touch Logical

UFED CHINEX

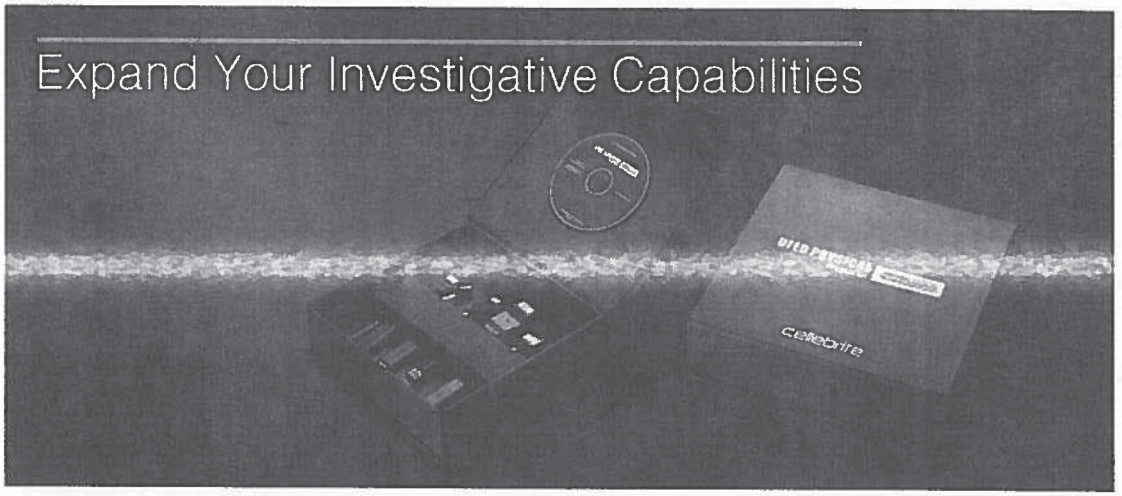
UFED Ultimate

UFED Logical

UFED Applications

Upgrade Logical to Ultimate

Upgrade from Logical License to Ultimate License



Logical license holders can upgrade to the Ultimate license by acquiring the UFED Physical Upgrade Kit.

Upgrading to the Ultimate License Enables:

- Physical and file system extraction from the widest range of mobile devices
- Physical extraction and decoding from **BlackBerry** devices running OS 4, 5, 6 and 7
- Physical and file system extraction from **Android** devices that bypasses user/pattern lock and doesn't require rooting
- Recover deleted data such as SMS messages, call logs, contacts, email, images, video, audio and more
- Advanced physical extraction from **iOS** devices – iPhone/iPad/iPod Touch
- Physical extraction from **portable GPS devices**
- Visualization of location-based data on Google Earth/Maps... and much more

Upgrade Kit Includes:

- Software update for your UFED
- UFED Physical Analyzer application
- Physical extraction data cables
- User guide

Get Price Quote

30 DAY FREE TRIAL
UFED Physical Analyzer

UFED Release Notes

Download Brochure

Supported Phones

Video Tutorials

UFED Training

Renew Your License

Is your UFED license about to expire? Renew it today!

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Privacy Statement Copyright

Company

About Cellebrite

Executive Team

Customers

Cellebrite Customers

More than 150 Mobile Operators Choose Cellebrite

We pride ourselves on our ability to provide unrivalled phone coverage ahead of the market.

Relationships with major mobile manufacturers allow us to review new phones before they are introduced, ensuring that our products will be compatible with new devices. In turn, we ensure that our customers in the mobile retail sector are prepared and ready to make sales when new phones are introduced.

With proven ability to impact phone sales, upgrades and services, Cellebrite has deployed more than 100,000 units, handling in excess of 250,000,000 transactions a year with 150 mobile carriers and retailers worldwide including:

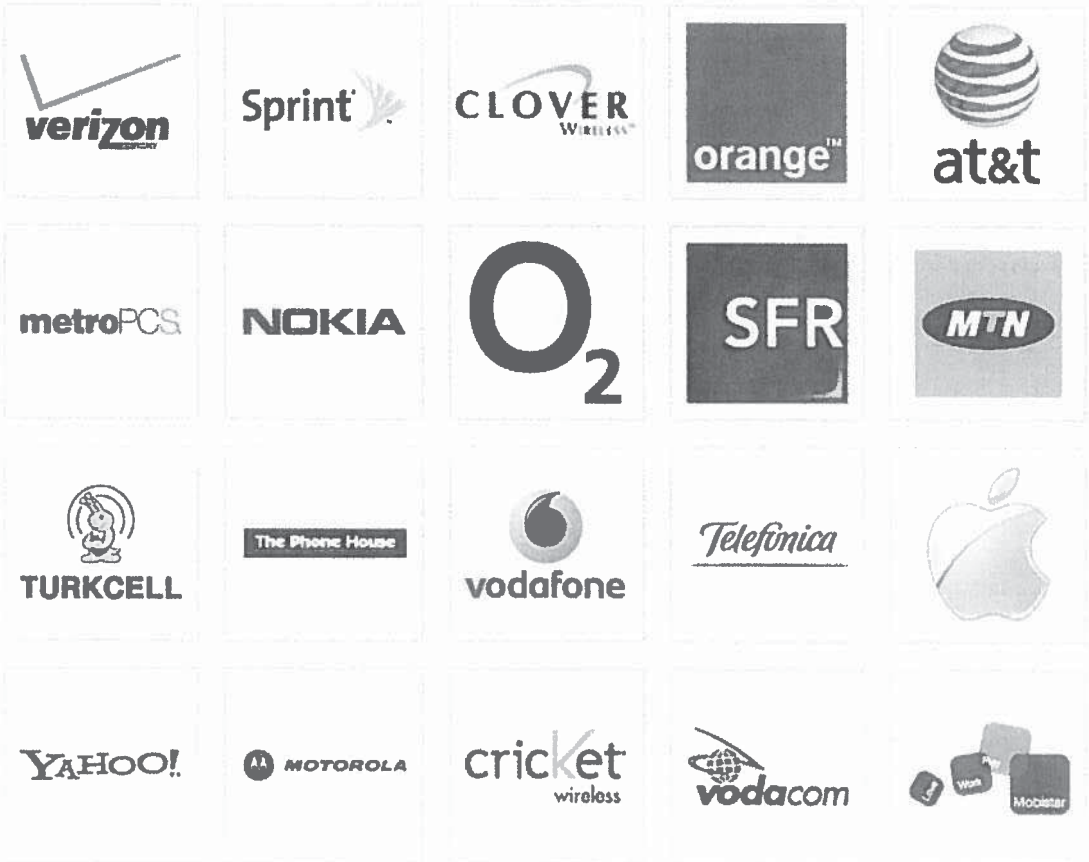
Apple, AT&T, Cingular Wireless, Cricket, Metro PCS, O2, Orange, RadioShack, Sprint/Nextel, Telcell, Telstra, T-Mobile, Turkcell, US Cellular, Verizon Wireless, Vodafone, Western Wireless, and many more.

Mobile Forensics Customers

The most complete mobile forensics experience available on the market today, Cellebrite technology is in use by military, law enforcement, and government agencies across the world.

The award winning UFED solution has a well earned reputation and market share. With connectivity options and support for more mobile devices, the flexibility of the UFED allows it to be used in many types of operations.

It's the tool of choice for thousands of forensic specialists in police, special forces, tax fraud, customs, border control, and anti-terrorist investigations in more than 60 countries.



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Privacy Statement Copyright

AI-42091 **Purchasing Department 12. J.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current interlocal agreement for the, "Use of Council Chambers Facility for Hidalgo County Commissioners' Court Meeting," under the same rates, terms, and conditions with the City of Edinburg.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-30-125-004-0-441

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

BUDGETARY IMPACT:

Funds available in 2014 Adopted Budget: $50,000

Attachments

Letter of Extension

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/16/2013 09:51 AM
Budget & Management	Obdett Calzada	12/16/2013 11:30 AM
Manuel Chapa	Manuel Chapa	12/16/2013 04:55 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/04/2013 04:13 PM

Final Approval Date: 12/17/2013

PURCHASING DEPARTMENT
County Of Hidalgo

December 5, 2013

CERTIFIED MAIL
7099 3220 0002 9744 7812

City of Edinburg
Ramiro Garza, Jr., City Manager
415 W. University Drive
Edinburg, TX. 78541

Via Email: rgarza@cityofedinburg.com
igarza@cityofedinburg.com

Re: Extension of Agreement No. C-09-266-11-22-Use of City Council Chamber Room for Hidalgo County Commissioners' Court Meetings

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an extension as provided in the current interlocal agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 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, December 6, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND HIDALGO COUNTY

THIS Agreement is made on this the 22nd day of Nov., 2010 by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County", and the CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of a court house and other buildings and facilities for the carrying out of County business, and

WHEREAS, Edinburg, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of buildings and facilities for the carrying out of city business: and

WHEREAS, Edinburg owns and operates a Council Chamber Facility at City Hall, located in the City of Edinburg, at 415 West University Drive, and generally described as Lots 1-12, Block 228, Original Townsite of the City of Edinburg, as per map or plat thereof, recorded in the Real Property Records of Hidalgo County, Texas, together with an off-street parking facility consisting of a total of 159 parking spaces including 7 handicap, facing University Drive, South of the Council Chambers Facility (said building, grounds and parking facility being collectively herein referred to as the "Council Chambers Facility"); and

WHEREAS, County is in the process of renovating the old administration building located at 100 E. Cano Street and is having to relocate existing scheduled meetings; and

WHEREAS, County's said scheduled meetings could be more efficiently accomplished if County were to utilize Council Chambers Facility for that purpose; and

WHEREAS, Edinburg has agreed to permit County to use Council Chambers Facility for such purposes upon the terms and conditions herein set forth.

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

Edinburg grants to the County the exclusive use of Council Chambers Facility on a weekly basis as referenced in "Exhibit A". If a County legal holiday arises, then the County shall have the exclusive use chambers on the following scheduled date. Use of Council Chambers Facility by County for workshops and/or committee meetings will be scheduled as chambers are available and with reasonable notice to Edinburg and no less than 72 hours. Edinburg reserves the right to exclusive use of Council Chambers Facility on any day including days referenced in "Exhibit A" upon 72 hours notice to County if the day is a day referenced in "Exhibit A."

Edinburg will be responsible for setting up a dais, chairs, and nameplates, as requested by County, and will provide an adequate public address system for the use of Council Chambers Facility. Edinburg will film, live stream online and on the Edinburg Cable Network (ECN 12), edit and provide a finished product for rebroadcast of proceedings.

Edinburg will accommodate County court recording equipment for the duration of the contract. Edinburg will reserve five (5) parking spaces for use by County Judge and Commissioners during County's use of Council Chambers Facility under this Agreement.

County, together with the execution of this Agreement, will pay Edinburg on a per-meeting basis per the schedule attached as Exhibit "B," which shall be payable within thirty (30) days' invoice by Edinburg together with the mutual benefits to Edinburg and County as agreed by the parties represents adequate consideration for the agreements herein contained.

County agrees to list Council Chambers Facility as a facility of County on its liability insurance policies, or to include Council Chambers Facility in any self-insurance plan, as applicable. County, upon request of Edinburg, will provide Edinburg with proof of such insurance.

The term of this Agreement shall commence upon execution on January 1, 2011 by the parties hereto, and shall terminate on the last day of December, 2011, unless extended by County as provided in numbered paragraph 6 below.

County may extend this agreement for additional terms of one year each, by giving written notice of such extension to Edinburg at least thirty (30) days prior to the end of the then-current term. Each such renewal term shall begin on 1/1 immediately following the expiration of the previous term and shall continue until the last day of December in the following calender year. Either party may terminate this contract at the end of each extension by giving at least 90 days written notice to the other party.

Edinburg represents and warrants that the Council Chambers Facility is in compliance with Americans with Disabilities Act, and similar state and local accessibility laws, and regulations issued pursuant hereto.

County will be in compliance with all City and State safety regulations including but not limited to fire and occupancy ordinances and regulations.

County will comply with all rules for the use of Council Chambers Facility, including but not limited to ensuring that no food or drinks are allowed in Council Chambers during its use, other than the Executive Session Room.

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.

No Waiver. No waiver by and party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 the parties hereto, and not otherwise.

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.

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 address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	Hidalgo County, Texas Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
With a copy to:	Executive Officer 2818 S. Business Hwy 281 Edinburg, Texas 78539
If to Edinburg:	City of Edinburg Attention: City Manager P.O. Box 1079 Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States.

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.

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.

Assignment. This Agreement shall not be assignable.

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.

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.

Authority to Execute. The execution and performance of the Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligation of the parties hereto in accordance with its terms.

Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions,

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 under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Edinburg. County 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 (Vernon Supp. 1996).

This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

Approved by Commissioners' Court on 11/22/10

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:
Gonzalez Palacios, L.L.P.

By: _____
City Attorney

APPROVED AS TO FORM

By: _____
Josephine L. Ramirez
Assistant Criminal District Attorney,
County Affairs

EXHIBIT "A"

SCHEDULE OF MEETINGS

- Hidalgo County Commissioners' Court Meetings
- Tuesdays, 9:00 AM
- Workshops/Committee Meetings as needed

- Drainage District No. 1
- Tuesdays, 8:30 AM

- Civil Service Meetings
- 2nd Thursday of the Month, 5:30 PM

City of Edinburg

CITY OF EDINBURG-HIDALGO COUNTY INTERLOCAL PROPOSAL

	Estimated Hours per Meeting	Estimated Yearly Hours	Personnel Cost per Hour	Personnel Cost per Year	Utility Cost per Hour	Utility Cost per Year	Total Cost per Year	Total Cost per Hour	Total Cost per Meeting	
Hidalgo County Commissioners Court Meetings and Drainage District No. 1 Meetings	6	312	$ 145.00	$45,240.00	$ 12.70	$3,962.40	$49,202.40	$ 157.70	$ 946.20	*
Civil Service Meetings	1.5	18	26.77	481.86	12.70	228.60	710.46	39.47	59.21	**
Civil Service Meetings (Security after 5:00 P.M.)	2	24	9.30	223.20	0.00	0.00	223.20	9.30	18.60	***
Total		**354**	**$ 181.07**	**$45,945.06**	**$ 25.40**	**$4,191.00**	**$50,136.06**	**$ 206.47**	**$ 1,024.01**	

Note-City Personnel not required
This Schedule does not include any Information Technology Personnel cost.

Source-City of Edinburg Finance Department
Unaudited information for Management use only.

* $946.20 x 52 weeks=$49,202.40
**$59.21 X 12 months=$710.46
***$18.60 X 12 months=$223.20

November 15, 2010

AI-42078 **Purchasing Department 12. K.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Const. Eddie Guerra, Pct. #4 Submitted By: Omar Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authorization to remove the following assets from Constable Precinct 4 inventory items cannot be located and possess no value in attached schedule:

Asset # 013071 – MV-724R
Asset # 021710 – DECATUR –MVRN-7240B – RADAR
Asset # 030611 CONFERENCE TABLE 42" ROUND
Asset # 43981 – OPTI-PLEX GX620 ULTRA SMALL, PENTIUM 4-PC

BACKGROUND

Through the inventory process and the department's yearly inventory inspections, the following items have not been located. The department has asked to remove the assets from the current inventory, it is determined that the items are un-located due to having been discarded as obsolete and need to be removed from inventory.

Attachments

Depreciation Const Pct 4
MEMO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 03:53 PM
Budget & Management	Debbie Tamez	12/12/2013 04:18 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 09:14 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Omar Salinas Started On: 12/04/2013 02:16 PM

Final Approval Date: 12/17/2013

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info
Const Pct 4

Prepared By: Omar Salinas
Requested By: Horaldo Sanchez
12/3/2013

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation
1	13071	1 MV-724	2,950.00	9/19/1983	1983	2013	7	30	$295.00	$2,655.00	$379.29	$2,655.00
2	21710	1 DECATUR - MVRN-7240B - RADAR	1,905.00	9/22/1986	1986	2013	7	27	$190.50	$1,714.50	$244.93	$1,714.50
3	30611	1 CONFERENCE TABLE 42" ROUND	449.00	2/25/1997	1997	2013	7	16	$44.90	$404.10	$57.73	$404.10
4	43891	1 OPTIPLEX GX620 ULTRA SMALL, PENTIUM 4-PC	1,202.20	9/13/2005	2005	2013	7	8	$120.22	$1,081.98	$154.57	$1,081.98

Current Value
$0.00
$0.00
$0.00
$0.00

CONSTABLE PRECINCT 4

J.E. "EDDIE" GUERRA

Martha Salazar
Hidalgo County Purchasing Agent
2802 S. business highway 281
Edinburg, Texas 78539

Ref: inventory items

Mrs. Salazar,

Please allow this to serve as a formal request to have the items listed below removed from the Hidalgo County Constable Precinct 4 inventory. These items are both obsolete and absent value. Additionally, these items cannot be located. As such I am respectfully requesting their removal. Please contact me should you have any questions.

Tag No.	Description	Received
013071	MV-724R	9/19/1983
021710	DECATUR –MVRN-7240B – RADAR	9/22/1986
030611	CONFRENCE TABLE 42" ROUND	2/25/1997
43981	OPTIPLEX GX620 ULTRA SMALL, PENTIUM 4-PC	9/13/2005

Respectfully,

Joel Rivera
Chief Deputy

AI-42270 **Purchasing Department 12. L.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324660 in the amount of $3,788.64 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO 697785

Attachments

Invoice No. 11324660

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 12:48 PM
Budget & Management	Debbie Tamez	12/13/2013 01:26 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 01:38 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/12/2013 04:23 PM

Final Approval Date: 12/17/2013

L&G Engineering
Transportation Consultants

December 2, 2013

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
Activities at the HCMPO for the month of November 2013
Work Authorization No. 1 Contract #C-11-054-04-12 (PO#697785)

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of November 2013. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical meeting. There was no HCMPO Policy Meeting held for the month of November; therefore, invoice only reflects the fee for attending one (1) meeting.

The following tasks were accomplished this month.

- November 5, 2013 – Jacinto Garza, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting and coordinated with the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores.

- HCMPO Policy Committee – NO MEETING HELD FOR THE MONTH OF NOVEMBER.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President
Attachments

2013 DEC 3 AM 11 03
HIDALGO COUNTY
BUDGET OFFICE

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 #: 11324660
INVOICE DATE: 11/30/13

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 130901
HCMPO - On Call Eng Services
PO#697785

Engineering services for the month of November 2013.

HCMPO POLICY MTG

HCMPO Policy Meeting	mtg		

There was no meeting held this month for the HCMPO Policy Committee.

HCMPO POLICY MTG TOTAL:

HCMPO TECH MEETING

HCMPO Tech Meeting	1.00 mtg	3788.640 / mtg	3,788.64

HCMPO TECH MEETING TOTAL: 3,788.64

TOTAL 3,788.64

P.O. # 697785
3-1100-429-30-125-014-0-334
INVOICE RECEIVED BY: Ana Galvan ON 12/03/2013
GOODS/SERVICES RECEIVED BY: Dina Trevino ON November 2013

HIDALGO COUNTY
BUDGET OFFICE
2013 DEC 3 AM 11 03

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, November 05, 2013
@ 1:30 P.M.

1)	Roll Call		Chairman
2)	Approval of Minutes of: ➢ October 01, 2013	**(ACTION ITEM)**	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	**(ACTION ITEM)**	TxDOT
4)	Discussion on CMP Final Draft Report	**(DISCUSSION ITEM)**	MPO Staff
5)	Update on Thoroughfare Plan	**(DISCUSSION ITEM)**	MPO Staff
6)	Monthly Letting Update	**(UPDATE ITEM)**	TxDOT
7)	Staff Report	**(UPDATE / DISCUSSION / ACTION ITEM)**	MPO Staff

A. Calendar: November & December 2013
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. HCMPO Project Update
E. Director's Update

8)	HCRMA Update	**(UPDATE)**	HCRMA
9)	Valley Metro	**(UPDATE)**	VALLEY METRO
10)	Metro	**(UPDATE)**	METRO
11)	Hidalgo County Commuter Rail District	**(UPDATE)**	HCCRD
12)	Old or New Business	**(UPDATE / DISCUSSION / ACTION ITEM)**	Chairman
13)	Adjournment		

HIDALGO COUNTY
BUDGET OFFICE
2013 DEC 3 AM 11 03

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, November 05, 2013

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Jeff Underwood	City of Weslaco	447-3401		jeff.underwood@weslacotx.gov
2.	Flor E Koll	HCRMA	402-4762		FKoll@hcrma.net
3.	Sandra M Gama	City of McAllen	681-3513		smgama@mcallen.net
4.	Oscar Cuellar Jr	Penitas	581-3345		oscarpenitas@yahoo.com
5.	Ed Taylor	McAllen	681-1251		etaylor@mcallen.net
6.	Mardoqueo Hinojosa	Weslaco	447-3401		mhinojosa@weslacotx.gov
7.	JEREMY SANTOSCOY	McALLEN			
8.	Jacinto Garza	Hidalgo County			
9.	Eduardo Mendoza	Lyon			
10.	Marga López	Donna	464-3314		
11.	Homer Bazan	TxDOT	702-6214		
12.	X. Cervantes	San Juan	223-2220		
13.	Maribel Contreras	ValleyMetro	969-5761		Mcontreras@lrgvdctransit.gov
14.	Bill Heckert	City of Pharr	402-4242		william.heckert@pharr-tx.gov
15.					

Purchase Order
COUNTY OF HIDALGO

PO# 697785

DATE: 09/06/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00241681

PHONE: (956)565-9813

FAX: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-225-07-09 C.C. ON 8-13-13 FOR WORK AUTHORIZATION		
4	MONTH	CC HCMPO TRANSPORATION & TECHNICAL POLICY COMMITTEE REPRESENTATION (4 MONTHS)	5,051.52	20,206.08
4	MONTH	CC HCRMA MEETINGS (4 MONTHS)	2,525.76	10,103.04
		TOTAL:		30,309.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		3-1100-429-30-125-014-0-334 30,309.12		

Authorized by: Martha L. Salazar

AI-42102 **Purchasing Department 12. M.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Y. Ramon-HC Elec. Adm. Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Hidalgo County to exercise the fourth (4th) year extension option (as provided under the current contract) for "Turnkey Interactive Voice Response System' for Hidalgo County Elections Department, under the same rates, terms and conditions with Drake Communications Inc. (E-12-312-12-18).

BACKGROUND

Extension of contract to become effective from January 19, 2014 thru January 18, 2015.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

Funding will be through Election Dept.'s 2014 Budget. As per the Dept., a requisition will be produced when 2014 funding becomes available.

2014 Adopted Budget - $228,976.10

Attachments

Email-Elections Dept

Memo-Drake

Current Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:06 PM
Budget & Management	Debbie Tamez	12/12/2013 04:26 PM
Sylvia Solis	Sylvia Solis	12/13/2013 09:56 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Gricelda Villarreal Started On: 12/04/2013

Final Approval Date: 12/17/2013

Zimbra **cris.ayala@co.hidalgo.tx.us**

RE: Renewal of Contract with Drake Communications

From : Melanie Esparza <melanie.esparza@co.hidalgo.tx.us> Tue, Dec 03, 2013 04:50 PM
Subject : RE: Renewal of Contract with Drake Communications
To : 'Cris Ayala' <cris.ayala@co.hidalgo.tx.us>
Cc : 'Yvonne Ramon' <yvonne.ramon@co.hidalgo.tx.us>, 'Rosie Diaz' <maria.diaz@co.hidalgo.tx.us>

Cris,

We will be continuing services with Drake Communications Inc. As far as a requisition we will be opening one up in the beginning of January 2014 and the account number we will be using is 336. If you need any further information please let me know.

From: Cris Ayala [mailto:cris.ayala@co.hidalgo.tx.us]
Sent: Tuesday, December 03, 2013 4:19 PM
To: yvonne.ramon@co.hidalgo.tx.us
Cc: Melanie Esparza
Subject: Renewal of Contract with Drake Communications

Ms. Ramon,
Just want to inform you that the contract with Drake Communications Inc., is coming up for the last and final year extension/renewal on January 18, 2014. Please advise us if you will be continuing the services for the "Turn-key Interactive Voice Response System" so as to proceed to advise the company. I will also need the budget account information and a requisition number (if available) for the agenda backup.

Thank you,
--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 5, 2013

Drake Communications Inc.
C/O Cecil Drake
2435 Square Place, Suite 400
Dallas, Texas 75234

Email: cdrake@drakecommunications.com

Re: E-12-312-12-18
"Turnkey Interactive Voice Response System"

Dear Mr. Drake:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the final one (1) year County's 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 December 20, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, December 10, 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: C E Drake Date: 12/7/13

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 Qualification.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12- 312-12-18

December 3, 2012

Drake Communications Inc.
C/O Cecil Drake
2435 Square Place, Suite 400
Dallas, Texas 75234

Email: cdrake@drakecommunications.com

Effective dates from 01-19-2013 thru 01-18-2014

Re: E-12-045-01-17
"Turnkey Interactive Voice Response System"

Dear Mr. Drake:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the third of four (4) one (1) year County's 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 December 18, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, December 7, 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: C R Drake Date: 12/6/12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification.

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,

Gricelda Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-459-01-19

THIS CONTRACT is made and entered into this 19th day of January, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Drake Communications, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey - Interactive Voice Response System"** (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" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, 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 **Hidalgo County Elections Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

this Contract, 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 **January 19, 2010** and ending on **January 18, 2011** and may be extended at the sole discretion of County for an additional four (4) one (1) year periods, 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** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**
If to Company	**Drake Communications, Inc.** **Attn: Mr. Cecil Drake** **2435 Square Place, Suite 400** **Dallas, Texas 75234**

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.

WITNESS our hands in duplicate originals this 19th day of January, 2010.

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Drake Communications Inc.
By: _____
Printed Name: C.R. DRAKE
Title: President

APPROVED AS TO FORM:
Atlas & Hall L.L.P

By: _____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
ELECTIONS DEPARTMENT

REQUEST FOR PROPOSAL

“PURCHASE OF INTERACTIVE VOICE RESPONSE SYSTEM”

RFP NO: 2009-459-12-09-CGV

HIDALGO COUNTY ELECTIONS DEPARTMENT
REQUEST FOR PROPOSAL
"INTERACTIVE VOICE RESPONSE SYSTEM"
RFP NO: 2009-459-12-09-CGV

OVERVIEW:
The County of Hidalgo is seeking sealed proposals from qualified vendors to furnish all items essential for a **Turn-key "Interactive Voice Response System**" for the Elections Department**.** All labor and materials required as well as English and Spanish recordings, English and Spanish script writing and application write up as necessary. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Interactive Voice Response System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 9, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-459-12-09CGV

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 2, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 4, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The contract shall be for the period of five (5) years. Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SPECIFICATIONS/SCOPE OF SERVICES** (Warranty, Maintenance and Service) in ***Exhibit "A"*** .

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable)**.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

   ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have

the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a qualified vendor with proven elections experience with interactive voice response systems for large counties. The proposer who will directly perform the services is required to have any and all applicable licenses, permits and certifications to perform necessary services and must with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member designated Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on a proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, December 23, 2009.**

SCOPE OF SERVICES/REQUIREMENTS

GENERAL INFORMATION:
Hidalgo County Elections Department (hereafter called County) intents to contract with the most qualified providers (hereafter called "vendor") to provide all items essential for the purchase a **Turn-key "Interactive Voice Response System"** to include all labor and materials required. The System should be available for installation upon award of the contract and/or purchase order and be fully implemented by January 22, 2010.

SPECIFICATIONS:
We need a sixteen (16) line capacity Interactive Voice Response System (IVR) that provides all forms of voter information from how to register, to where to vote along with a vast amount of other information that would be suitable at the appropriate time. We will need a system that includes at least five (5) different tracks of information to be implemented at different times.

Please provide a synopsis of your proposed solution following the format as noted below:

I. Service Enhancement Plan:
   a. Provide a brief summary of the specific steps and actions you would propose to improve Hidalgo County's application and reduce overall costs.

II. Capability Assessment:
   a. Each proposer is required to describe the programs and procedures that it will bring to meet Hidalgo County's requirements;

III. Fees:
   a. Participants submitting proposals to provide including, but not limited to the following:
      1) Labor, materials, training and testing system;
      2) Warranty to provide and install the equipment;
      3) Maintenance agreement (On a three (3) year and a five (5) year);

IV. Timelines:
   a. System must be fully operational on or before January 22, 2010, in order to handle calls about the March 2, 2010 Primary Election.
   b. Each proposer is required to provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

STATEMENT OF WORK

1.0 General

1.1 Hidalgo County seeks a vendor with proven elections experience in large counties to acquire, deliver, install, convert data, prepare scripts and recorded materials, documents test, make fully operational and then maintain a turnkey, telephone based, Interactive Voice Response (IVR) System.

1. 2 The purpose of the IVR is to provide voters and election officials with automated information about voter registration status, precinct and polling place information and other data relevant to the conduct of elections and voter registration.

1.3 This system must provide English and Spanish recordings, English and Spanish script writing and application write-up as necessary. This interactive voice response system is to provide information to the calling public 365 days a year/24 hours a day. This purchase would reduce the amount of manpower necessary to handle the redundant phone requests that consistently come into the department throughout the year.

2.0 Scope

2.1 The awarded vendor shall provide any and all hardware, software, programming, setup, interfaces, cables, connectors, training, documentation and any and all other materials (including recordings) required to install, make fully operational and also maintain the system. Hidalgo County shall make available an agreed upon number of fully functional analog telephone lines in which calls shall be routed by the Countywide Telephone System to the proposed vendor system. The system will be designed to run unattended twenty-four (24) hours per day, seven (7) days per week.

2.2 Hidalgo County has approximately 700,000 residents and approximately 290,000 registered voters in its voter registration database. These voters reside in approximately 140 precincts and in a Presidential Election we typically use 95 polling places. Numerous smaller elections are held with typical county-wide contests using up to 40 polling places.

3.0 Timelines

3.1 The system must be fully operational on or before January 22, 2010 in order to handle calls about the March 2, 2010 Primary Election. Early voting for this election commences on February 16, 2010. Vendor must provide a complete implementation plan demonstrating the capability to meet this deadline and listing major deliverables.

4.0 Specifications

The system shall meet the following specifications including but not limited to:

4.1 *Capability and Performance*

4.1.2 Sufficient capability to answer calls by the second ring 99 percent of the time. The vendor shall describe the modeling they have done to meet such specification. Vendor shall identify three counties and appropriate contacts for verification of implementation of the system and a model of appropriate magnitude for Hidalgo County.

4.1.3 Full redundant hardware and software such that no single point of failure will take down the entire system (assuming power, air conditioning and phone lines to the Countywide telephone system).

4.2 Scripts must be presented as part of the proposal and be available to provide for at least, but not limited to, the following inquires/information:

- Polling Places for Early Voting
- Early Voting Requirements and Dates

- Polling Places for Election Day individualized for each voter
- Absentee Ballot Application
- Voter Registration Application
- Dates for Elections
- How to contract the Elections Department

4.3 Reports must be available which will document the following:

- Number of calls
- Number of calls in selected time periods
- Number of calls per subject area
- Number of calls per subject in selected time periods
- Other

4.4 Delivery and Installation must be completed, to include training the Hidalgo County Elections staff and testing within the week of January 18, 2010 to January 22, 2010.

4.5 Configuration will be presented to County for an appropriate evaluation prior to final selection. It must demonstrate technical setup and technical operational requirements such that it demonstrates a successful operation. Vendor must discuss any previous system challenges and how they are addressed in both manner and timeliness.

4.6 Testing will include a robust assessment of multiple calls and multiple subjects to approximate a short period of Election Day. System must receive and process all calls and print reports as required. Selected Vendor and the County will prepare and appropriate script for testing.

4.7 Acceptance will be completed after successful operation of the system during the March 2, 2010 election. Minimum acceptance will include:

1) System must answer 90% of all incoming calls on a timely basis, not later than 3rd ring.
2) System must correctly answer 98% of all calls in a 1 hour test period to be conducted prior to January 22, 2010.
3) System must be able to shut down and start again with no loss of capability or response time or accuracy.
4) System must produce reports that indicate type of call and time of call, by subject matter, for the period use of the test stated in 1 and 2 above.
5) System must meet same standards in 1 and 2 above in a subsequent test on January 22, 2010 to assure consistency in performance.

5.0 Training:

5.1 Training will be conducted in the Hidalgo County Elections Department Training room. Vendor will coordinate with appropriate County agencies to assure preparations of the selected operational site.

5.2 All staff should be trained with a combination of written materials, demonstrations and hands-on use of the system in a test environment.

6.0 Warranty, Maintenance and Service:

6.1 Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

6.2 An ongoing maintenance plan must include scenarios, recordings and costs addressing regularly scheduled operations and technical checks as well as a preventative maintenance schedule. It should also identify proposed response times in the event of both emergency and non-emergency conditions.

6.3 County prefers to have a warranty program for five (5) years, on-site maintenance. Vendor must present a warranty and maintenance cost schedule for both three (3) and five (5) years for evaluation.

6.4 Vendor shall provide staff available for On-site maintenance and support through-out the maintenance agreement.

6.5 Vendor must keep all software at current levels and install all upgrades that may be required over the life of the product.

6.6 Vendor must provide all software licenses to all third party products (like Microsoft Windows and Server products) as well as the call processing software.

Capability Assessment:

Proposals should address the following areas:

1. Service standards currently in place to measure quality of service delivered to clients;
2. Disaster-recovery plans for both data and personnel;
3. Maintenance plans both after warranty and preventative;
4. Information for handling transition with minimal disruption to ongoing operations;
5. Sample of scripts;
6. Sample of types of reports available.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ADDITIONAL INFORMATION:

- All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

EVALUATION COMMITTEE:

The County's evaluation committee will consist of the Elections Office Staff and member(s) of the Purchasing Department.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Elections Department will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Elections Department, including but not be limited to, the items listed below:

1.	**Capability and Performance**	**25 points**
2.	**Ability to provide all services requested**	**30 points**
3.	**Experience with Elections Systems** .	**20 points**
4.	**Cost and Warranty/Maintenance Service**	**25 points**
		Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Elections Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Elections Department will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal before proceeding with negotiation process.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

PROPOSAL PAGE

Drake Communications Inc.

2435 Squire Place Suite 400
Dallas, Texas 75234
(972) 243-2500 Fax (972) 247-2872

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

December 19, 2009

Martha L. Salazar
CPPB, Purchasing Agent
Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

Dear Mrs. Salazar,

Pricing includes all installation, training, applications writing, and script writing and recording. Delivery of the system will be approximately 30 days from date of order depending on our workload and your responsiveness to our questions about scripting. The system will first be recorded in our offices and you will be given a number to call so that you may listen to and approve recordings. All systems come with Spanish as a second language track, at no cost. This would mean all callers would have to make a language choice before receiving any information, you must ask for this option to receive it.

Training

Little training is necessary as we will manage and update your system to handle the needs as they develop day to day using as a base our 5-track information system for different situational needs as they occur during the voting cycle. However you will need to be trained on:

1. How to create new or change existing recordings.
2. How to print and understand reports.
3. How to reboot the system.
4. Other day-to-day duties that might be necessary to run the system.

Ongoing Costs

Drake Communications will handle as part of your purchase price, all day-to-day IVR chores during the first year after purchase. In future years, this complete maintenance continues through our Expert Management Agreement.

Data Needs

The ongoing database management is to be maintained by Drake Communications once it has been presented to us on CD-ROM, or transmitted to us via our FTP site, in an ASCII, comma or tab delimited format. This particular operation needs to be done after the close of each voter registration that you want updated look up for. When you complete your registration closing and approve that list, the registered voter data should be pulled to a file as detailed in the database format attachment and sent to us. We format the information so that the IVR can work with it, and we eliminate any duplicates of which there will be approximately two to five percent in most cases. Database preparation is included in your Expert Management services.

Installation/Telecom Needs

The Keystone system connects through an amphenol connector on a 25-pair cable. We provide a female connector with the first 16 pair used to connect to our 16-port card. For each 16 ports of system you wish, a connecting cable would be necessary. A typical installation from the telecom service provider would be an RJ-21X jack with an attached 25 pair cable approximately 6 feet long and presenting for connection a male connector of which the first 16 pair are hot. The preferred type of telephone service is a terminal hunt group, which always rings the first number, which, if busy, hunts downward for the first free line (if no lines are free, the caller receives a busy signal). These lines should be call forwarded on a ring no answer status to the same number to which we transfer requests for live assistance. This provides back up in case the system fails to answer. The system also requires a dedicated phone number for modem access which number should be presented on a RJ-11 jack. We can connect directly to analog stations of any telephone switch.

Script Creation

The Keystone system is assembled and work begun on the script upon receipt of your purchase order. Script creation begins with us furnishing you with samples of scripts currently used in other counties, as well as a generic script that is the framework from which we build your script. We will need a contact person with whom to work (either in person or by telephone) on these scripts and to determine the flow of calls through the application.

Warranty/Maintenance

At the time of purchase you will receive Expert Management Agreement services for the first 12 months included in the system price. This will have an annual renewal fee.

Expert Management Agreement provides complete maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by customer) creation of Keystone IVR compatible database from voter data provided by customer, system back up services and rebuilding of lost application files. This includes unlimited hours per year. If a trip to site is required a $400.00 trip charge applies.

As part of our Expert Management Agreement, D.C.I. will implement menu changes (recording, routing) with written notification or written confirmation of phone request from customer. D.C.I. will also handle program changes to fit situation specific needs. In short, with just a small amount of help from you we will maintain your entire system, application, software, and hardware. We will present a professional face for your department to be proud of and your public will love the ease and convenience with which they can now get information.

All Maintenance Agreements run from date of Delivery. Script writing and new application development incur normal billing charges of $120.00 per half hour.

Hardware

Keystone is housed in an industrial grade computer, rack mountable in a 19" rack or can be placed on a desktop. It has an internal modem, allowing for remote diagnostics and repairs. Approximately 95% of all repairs can be done remotely. We provide service 365 days a year, 24 hours a day. We have a record of customer service in the high volume call-processing field, which is our specialty, since 1985. You will notice in our Expert Management Agreement, we expect to respond to emergencies within two (2) hours (24 hours a day) and non-emergencies within eight (8) working hours. We rarely miss these goals.

Options

Registered Voter look-up Text To Speech option:

Callers may confirm their Voter Registration status at any time, off election etc. They input their date of birth and the house number at which they are registered. WHEN THE SYSTEM FINDS THE MATCH, IT READS FROM THE DATA FILE, IN ITS COMPUTER VOICE, THE NAME OF THE PERSON REGISTERED, AND THE PRECINCT IN WHICH THEY VOTE. At Election time, the registered voter is also provided with the assigned Election Day voting location. This either confirms the person is registered or, if not found, enables caller to transfer for assistance or move to information on procedures on getting registered, ordering a voter registration form, or updating registration with current address, etc. This option is included in the bid.

POLL WORKERS can use the system to confirm registration of a person who shows up at a polling place but is not on the voting list at that location. By calling into the IVR the poll worker can confirm if that person is registered and if so obtain their polling place, therefore hopefully redirecting them to the appropriate polling location, or knowing which ballot to supply the voter or if necessary, providing the opportunity to vote a provisional ballot. This option is not included in the bid but could be added for $5,750.00.

Outreach Contact Dialer

This option uses existing lines connected to the IVR that are not currently being used for incoming call service to automatically place outgoing calls.

This option can be an enormously successful time saver for: notification to poll workers that supplies are ready and where to pick them up, the ability to call poll workers with information on training classes, telephone notification to the polling place provider the day before an election as a reminder to be on site so poll workers have access to the polling place on Election Day.

When the DC Board of Elections and Ethics, in Washington DC installed their new system, they had an unusual problem that has lead to new uses for this option. The contractor that printed the voter packet mailed to each registered voter made an error, printing the wrong polling location to 5 different precincts. By using the phone number in the registered voter data list of the affected precincts, we were able to quickly develop an out dial program and verbal message which allowed the IVR to call everyone in those precincts and verbally tell them of the problem and correct the polling place information they had received by mail.

Another county had a Court order to extend polling place hours that came on Election Day. The Outreach Contact Dialer dialed all the polling places and alerted the elections judges of the extended hours without tying up a single worker. This option is routinely used to mass communicate with Election Judges immediately prior to and on Election Day for all kinds of information dissemination. This option is included in bid.

Elections Administrator Reporting Package

This optional reporting package is designed to support the Elections Administrator, in knowing how to better serve the public and give the elections commission details on how the system is saving the department money everyday. It includes such things a reports on how many callers were answered by the system, to which areas of the system did callers visit, if requesting a polling place location how many received the information requested, if inquiring about their registration how many received the information they requested. How much time do callers spend in the IVR system getting information that would require live assistance otherwise. How many total callers visited the call center IVR and of that number how many still need operator assistance. These reports can be pulled for any time frame from hours up to one year of past activity. This option is included in bid.

Redundancy

If you would like to add redundancy to your system to ensure a more fail proof operation, we offer a RAID 5 version of the Keystone IVR. This gives you a three-hard drive system with data striped across all three drives. In the event any one drive fails we always have enough information on the two remaining drives to go on. It also provides two power supplies providing back up power from the second power supply if the first one fails. These are the two most likely problems you could experience with your system. Both the hard drives and the power supplies are external pull and plug units and hot swappable, without stopping service. This option is included in bid.

Voice Mail Services

If your present phone system does not offer voice mail, the Keystone IVR has a voice mail component which you may choose to enable at no cost. It also has a Unified Message Service which converts your voice mail messages to a wave file and sends them to your Outlook Inbox where you can listen to them over your computer speakers, by simply clicking on the message as you would an e-mail. This Unified Message Service is not included in bid but could be added as an option at $2,500.

Satisfaction Commitment

We are used to dealing with customers from East Coast to West Coast. We have no unsatisfied users of our product and as customer service is foremost in the minds of all of our customers, therefore it is foremost in ours. You will be happy, and your calling public will be happy, with our level of customer service. Should you have any additional questions please do not hesitate to call me, as I would be most happy to go over any of the above with you any time.

Sincerely,

Cecil Drake

Cecil Drake
President

PROPOSAL
INTERACTIVE VOICE REPONSE

QTY	DESCRIPTION	PRICE
1	Keystone 16 port Voter Information Interactive Voice Response System	$59,500.00
1	Keystone Outreach Caller Software package	4,500.00
1	Keystone Text to Speech Conversion Software package	N/C
1	Keystone Elections Administrator Report Package	5,900
1	Keystone Expert Management package for 1 year from date of install	N/C
1	Raid 5 upgrade providing triple hard drives and dual power supplies	5,000.00
	Total	**$74,9000.00**

**** Our Expert Management agreement is billed on an annual basis after the first year at $4,200.00 per year (for a 16-port system) and is renewable for 3 or 5 years.***

OPENED
9:47am
12-23-09
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAKCO1 OP ID: SA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chapman-Cornelius Ins Srvs Inc
PO Box 200308
Arlington, TX 76006-0308
James M. Cornelius

RECEIVED
OCT 17 2013
By

CONTACT NAME: James M. Cornelius
PHONE (A/C, No, Ext): 817-265-3346 FAX (A/C, No): 817-265-3386
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Drake Communications, Inc.
202 W. McCart St.
Krum, TX 76219

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			46SBAVI9664	10/20/2013	10/20/2014	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
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			46SBAVI9664	10/20/2013	10/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			46SBAVI9664	10/20/2013	10/20/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WBCZH7646	10/20/2013	10/20/2014	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)

The policy includes a blanket automatic 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.

CERTIFICATE HOLDER

HIDACO1

Hidalgo County
Purchasing Dept
New Administration Building
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James M. Cornelius

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AI-42145 **Purchasing Department 12. N.**

CC CONSENT

Meeting Date: 12/20/2013

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 - requirements, legal notice, draft contract etc.,) as attached hereto for Hidalgo County- "Lease of Digital Sub-channel, Low-Power Television Channel, or Cable Channel" RFB #2014-022 including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-30-125-004-0-320

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

BUDGETARY IMPACT:

Funds available in 2014 Adopted Budget - $100,000.00.

Attachments

DRAFT-RFB 2014-022-PACKET

Legals- Review of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:11 PM
Budget & Management	Debbie Tamez	12/12/2013 04:28 PM
Sylvia Solis	Sylvia Solis	12/13/2013 10:11 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Yolanda Velasquez Started On: 12/06/2013 11:22 AM

Final Approval Date: 12/17/2013

Bid No: 2014-022-01-15	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 Ext. 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"Lease of Digital Sub-Channel Low Power Television or Cable Channel"

BID OPENING DATE: January 15, 2014 @ 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-Lease of Digital Sub-Channel Low Power Television or Cable Channel"* 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 bidder's 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-2014-022-01-15-YZV -Hidalgo County-Lease of Digital Sub-Channel Low Power Television or Cable Channel* and in 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, January 15, 2014.*

   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 *RFB No.2014-022-01-15-YZV-Hidalgo County-"Lease of Digital Sub-Channel Low Power Television or Cable Channel"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - *"Hidalgo County Lease of Digital Sub-Channel Low Power Television or Cable Channel"* 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:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**January 15 , 2014**
Award of Contract	_____2014
Commence Work or Deliver Products	_____2014

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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"*Lease of Digital Sub-Channel Low Power Television or Cable Chnnel"*

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
Lease of Digital Sub-channel, Low-Power Television Channel, or Cable Channel
RFB № 2014-022-01-15-YZV

PROJECT OVERVIEW:
Hidalgo County is seeking bids from qualified vendor(s) for the **"LEASE OF 24-7 BROADCASTING ON DIGITAL SUBCHANNEL, LOW-POWER TELEVISION CHANNEL OR CABLE CHANNEL"** to televise County programming to all residents residing within Hidalgo County.

It is Hidalgo County's desire to lease a digital multicast channel, or in the alternative, a low-power television channel or a cable channel, and reach its target audience of all residents living in Hidalgo County, (24 hours-a-day, 7 days-a-week) through the power of television. It is Hidalgo County's intent that residents are able to view programming from this channel at no cost (or at no additional cost to current cable users).

Hidalgo County will be accepting bids for the **"LEASE OF 24-7 BROADCASTING ON DIGITAL SUBCHANNEL, LOW-POWER TELEVISION CHANNEL OR CABLE CHANNEL."**

- Contractor must demonstrate evidence of audience viewership availability to at least 80% of all households in Hidalgo County, either through over-the-air signal, via digital converter box, or via cable television.
- Contractor must guarantee excellent broadcast signal spanning the geographical area of Hidalgo County's boundaries.
- Contractor will grant sole access to Hidalgo County for the use of the digital sub-channel or cable channel 24 hours-a-day, 7 days a week.
- Contractor will develop with Hidalgo County the technical requirements necessary for delivering content programming for broadcast of the channel.
- Contractor will provide Hidalgo County with the technical requirements and necessary equipment that will ensure successful delivery of signal to Contractor.
- Contractor will provide any and all technical expertise and support necessary for the channel to become operational and functioning, and throughout the term of the contract.
- Contractor will be able to allow live broadcast as well as record and broadcast on the channel.

PROGRAMMING

- Hidalgo County will provide the necessary equipment and personnel to be able to provide signal to the Contractor.
- Hidalgo County will develop and provide local programming that is relevant to the community, including broadcasting of Hidalgo County Commissioners Court meetings and related meetings and workshops, coverage of events and activities, and original content programming.

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- On-air broadcast of programming is subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

- Hidalgo County will not air programming which contains obscenity or other material that is not protected by the United States Constitution.

- Hidalgo County reserves the right to seek underwriting and/or sell advertising sponsorships to air on the channel, in accordance with applicable state and federal laws and Hidalgo County policies.

TERMS AND CONDITIONS:

1) The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period.

2) Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3) **BILLING:** Awarded Contractor shall submit an invoice to Hidalgo County on a monthly basis.

4) Hidalgo County may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements of qualifications be addressed to, Martha L. Salazar, Hidalgo County Purchasing Agent, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, TX 78539, **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, Month 00, 2013 BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL OR FACSIMILE BY NO LATER Friday, Month 00, 2013

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-022-00-00

THIS CONTRACT is made and entered into this _____day of _____**, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____a Texas Corporation. ("Company")

WHEREAS, Company responded to advertised notices for bids "**Lease of 24-7 Broadcasting on Digital Sub-Channel, Low Power Television Channel or Cable Channel for Hidalgo County"** 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, and a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with 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 agrees as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services **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

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term of this Contract and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2014 and ending on _____ 2016. Hidalgo County reserves the right to extend the contract for an additional one (1) year period, and contract may be extended at the sole discretion of County for an additional ninety (90) days grace period at the end of the contract term for unforeseen delays in the award of a new bid for the next contract.

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 Services 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.

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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:

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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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of

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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.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

By:_____
Arturo Guajardo Jr., County Clerk

Vendor

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By:_____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

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EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Travis County Television-TCTV 17

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Dec 11, 2013 04:13 PM
Subject : RE: Travis County Television-TCTV 17 1 attachment
To : 'Karina Cardoza' <karina.cardoza@co.hidalgo.tx.us>
Cc : yolanda velasquez <yolanda.velasquez@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>, darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Karina,

The RFP is fine. I made a couple of grammatical changes to the Standard Service Agreement. Please see attached.

Ms. Velasquez, please note changes to standard service contract for future use on other projects.

Thank you.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

From: Karina Cardoza [mailto:karina.cardoza@co.hidalgo.tx.us]
Sent: Friday, December 06, 2013 10:57 AM
To: victor garza
Cc: Yolanda Velasquez
Subject: Fwd: Travis County Television-TCTV 17

Hi Victor!
Attached, please find the DRAFT service contract and the DRAFT RFB. (**Ms. Yoli, I revised the RFB to add "and throughout the term of this contract" to the sixth bullet.

I'd like to get this on the agenda for Friday 12/20. Please review and advise.

Thank you!
Karina

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
Sent: Thursday, November 21, 2013 10:59:30 AM
Subject: Re: Travis County Television-TCTV 17

Good morning Ms. Karina,

I apologize for delay of response. Attach please find "Draft" Service Contract for above mentioned project which appears to be the one that applies to project. If you would please forward to DA attorney for approval to proceed to request authority to advertise.

Thanks
Yoli

From: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Thursday, October 31, 2013 9:07:34 AM
Subject: Re: Travis County Television-TCTV 17

Yes, I believe it would be a service contract. Victor asked me to ask what other types of contracts exist?
Please advise. Thank you!

From: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Monday, October 21, 2013 12:05:19 PM
Subject: Re: Travis County Television-TCTV 17

I do not know what that means.. I've cc'd Victor Garza on this email.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
Sent: Monday, October 21, 2013 11:58:22 AM
Subject: Re: Travis County Television-TCTV 17

Hello,

I have a quick question on this project. The contract for this project, will it be a service contract?

Yoli

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "yolanda velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Monday, October 21, 2013 10:31:58 AM
Subject: Fwd: Travis County Television-TCTV 17

Ms. Yoli

Proceed in providing status to Karina in regards to the project for Sub-lease television station

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, October 21, 2013 9:07:56 AM
Subject: Re: Travis County Television-TCTV 17

Hi Ms. Darlene,
Any status on this?

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "yolanda velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Stan Ramos" <stan.ramos@co.hidalgo.tx.us>, "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.hidalgo.tx.us>
Sent: Thursday, October 3, 2013 4:00:31 PM
Subject: Fwd: Travis County Television-TCTV 17

Yoli

Attached you will find draft specifications, along with information provided by the HC Public Affairs Office in conjunction with the Executive Office regarding the procurement process for sub-lease of a tv channel. Vangie may provide you additional information in regards to this matter, as she has been communicating with Karina and Victor Garza from the District Attorney's Office in regards to this project. I believe Mr. Garza will be drafting the service contract related to this project.

Should you have any further questions related to this matter, do not hesitate to contact me. Thank you

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Thursday, October 3, 2013 1:08:32 PM
Subject: Fwd: Travis County Television-TCTV 17

Darlene:
Here's the latest information regarding Karina's request that needs to be distributed to the individual that you have assigned this project to.

Thanks

From: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "Jaclyn Treviño" <jaclyn.trevino@co.hidalgo.tx.us>, "sergio cruz" <sergio.cruz@co.hidalgo.tx.us>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>, "Valde" <valde.guerra@co.hidalgo.tx.us>, "Estanislado Ramos" <stan.ramos@co.hidalgo.tx.us>
Sent: Thursday, October 3, 2013 12:47:11 PM
Subject: Re: Travis County Television-TCTV 17

Hi Victor, Vangie.
Thank you for this information. I had already looked into Travis County TV, however, it is a PEG channel, which is different from what we are looking at. Since Travis County is primarily Austin area, it appears that the Austin municipality provided the PEG channel to the County (which is done in most of our local municipalities, i.e., City of McAllen has MCN 12 and McAllen ISD has MCN 17). The problem that we encounter as a County is that we have a lot of municipalities within our jurisdiction - we cannot get a PEG channel that would only serve one of the cities in our County. Hence, the lease of a digital sub-channel (or similar alternative) is probably the best (and likely, only) option to provide county-wide access.

Plus, PEGs are limited in scope and are not allowed to advertise commercials. With a digital sub-channel, we may be able to sell commercial space.

I did a little more research today with someone from Reno, Nevada who leases channels; his is the channel that I found for lease at $1,500/month (he has actually gone down in price to $1,250/month). He did inform me of an alternate option to full-power stations (such as the ABC, NBC, CBS affiliates); the full-power stations might be more expensive. He suggested also looking at "Low-Power TV Channels" (LPTV), which would provide a more affordable option and, according to him, would likely still have excellent signal across the geographic span of the county.

Based on our conversation, I have revised the DRAFT Request for Bids to include LPTV and that the bidder must guarantee excellent broadcast signal across Hidalgo County.

I would like to move forward with seeing if we can send out the request for bids to see if any of the local television stations would want to compete for this opportunity!

Please let me know what you think. I have included a .pdf of the potential stations that we could approach, as well as another .pdf that lists the LPTV. Cable provider, of course, would be Time Warner, although I don't think they would be able to guarantee the audience viewership of 80% of households in HC (I lowered the threshold from 90%).

Please advise. Thank you!
Karina

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Karina Cardoza" <karina.cardoza@co.hidalgo.tx.us>
Sent: Thursday, October 3, 2013 9:21:13 AM
Subject: FW: Travis County Television-TCTV 17

fyi

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
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****

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 01, 2013 3:23 PM
To: victor garza
Subject: Fwd: Travis County Television-TCTV 17

Hi there, here's some information regarding Karina's project that might be of some interest. I had sent an email to Ms. Grimes from Travis County before I actually went and spoke to Marty about this. Anyway, the following is the response I recieved from her. I hope this may be of some help.....have Karina go into the Website under Travis County Purchasing Department. There's an area there under broadcasting/communications in place and possibly could be of some help to what Karina is researching on.
Thanks

From: "Cyd Grimes" <Cyd.Grimes@co.travis.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Steven Broberg" <STEVEN.BROBERG@co.travis.tx.us>
Sent: Tuesday, October 1, 2013 3:08:30 PM
Subject: RE: Travis County Television-TCTV 17

Hello and thank you, but I will need to forward your questions to a real expert on this one. We actually have full time staff and equipment to produce our own show. I'm forwarding this to our Director, Steve Broberg who can give you the history and can help you. Steve's office does more than just the TV for court, they do all kinds of educational programs, social service programs, tape staff training events, all our needs and information galore. He probably has a wealth of information to share with you....Good luck and thanks Steve

Ms. Cyd V. Grimes, C.P.M, CPPO
Travis County Purchasing Agent
512 854-9761

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, September 27, 2013 4:39 PM
To: Cyd Grimes
Subject: Travis County Television-TCTV 17

Hello Ms. Grimes:

Hope you are doing well and as ususal, I need your expertise and assistance. Hidalgo County is very much interested in going into the direction with a project similar to what Travis County has in place which is the Travis County Television TCTV 17. I was viewing your website on this particular area and would like some assistance as how Travis County initiated this project and established this in place which is the TCTV 17. How or where do I begin to start the process so that Hidalgo County may eventually have in place similar to what Travis has. Hidalgo County's intention is to be able to broadcast Commissioners Court meetings, county services , etc. . Did Travis bid out such project if so can you forward the template and any other information you

feel would be able to assist with the process.

As always, I appreciate your assistance and thank you in advance. It's 4:40 p.m. and it's Friday so have a good weekend.

Thank you

--

Karina Cardoza, *Director*, Public Affairs Division
Office of Hidalgo County Judge Ramon Garcia
THE COUNTY OF HIDALGO, TEXAS
302 W. University Drive
Edinburg, Texas 78539
p 956.292.7026
f 956.292.7766
e karina.cardoza@co.hidalgo.tx.us
w www.co.hidalgo.tx.us

Follow our social media feed at www.co.hidalgo.tx.us/followus

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w www.co.hidalgo.tx.us

Follow our social media feed at www.co.hidalgo.tx.us/followus

DRAFT CONTRACT-308.docx
26 KB

AI-42166 **Purchasing Department 12. O.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Hon. AC Cuellar, Pct. #1 Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #11324646 in the amount of $4,772.50 as submitted by L&G Consulting Engineers for the provision of Engineering Services for the month of November 2013 in connection to Contract #C-08-417-12-09-PO#644483 amid Work Authorization #2 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1342-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO#644483

Attachments

INVOICE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:14 PM
Budget & Management	Debbie Tamez	12/12/2013 04:23 PM
Glinda Pacheco	Glinda Pacheco	12/13/2013 01:28 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Vangie Garcia Started On: 12/07/2013 11:47 AM

Final Approval Date: 12/17/2013

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324646
INVOICE DATE: 11/30/13

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 090202
FM 493 South WA#2
PO#644483

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2013.						
13003-ROW Map	25,745.50	25,745.50		25,745.50	100.0	
13030-ROW Map/Sub	367,500.00	367,500.00		367,500.00	100.0	
15010-Design Srv/Sub	58,420.00	58,420.00		58,420.00	100.0	
TOTALS:	451,665.50	451,665.50	0.00	451,665.50	100.0	0.00
13004-ROW Map Mgmt	15,014.00	15,014.00		15,014.00	100.0	
13020-ROW Map/Sub	40,492.88	40,492.88		40,492.88	100.0	
15010-Desgn Sury/Sub	13,257.12	13,257.12		13,257.12	100.0	
09010-Photo&Misc/Sub	8,750.00	8,750.00		8,750.00	100.0	
13041-60% ROW Map (Blue Line)	37,500.00	37,500.00		37,500.00	100.0	
13030-ROW Map/Sub	-128,625.00	-128,625.00		-128,625.00	100.0	
15010-Design Srv/Sub	-2,920.00	-2,920.00		-2,920.00	100.0	
13031-ROW Map/Sub	131,545.00	122,000.00	4,772.50	126,772.50	96.4	4,772.50
TOTALS:	566,679.50	557,134.50	4,772.50	561,907.00	100.0	4,772.50

ORIGINAL CONTRACT SUM	$	451,665.50
CHANGE BY CHANGE ORDER	$	115,014.00
CONTRACT SUM TO DATE	$	566,679.50
TOTAL COMPLETED TO DATE	$	561,907.00
LESS PREVIOUS INVOICES	$	557,134.50
CURRENT PAYMENT DUE	$	4,772.50

PROJECT MANAGER'S SIGNATURE

12/3/13 RECEIVED

PCT. # 1
ROAD & BRIDGE
3 -1342-431-00-121-052-0-841

INVOICE RECEIVED BY
on 12/3/13
GOODS/SERVICES RECEIVED BY:
on November 20/3

L&G Engineering
Transportation Consultants

December 2, 2013

Hon. A. C. Cuellar
Hidalgo County Commissioner, Pct. #1
Attn: Olga Garza
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 2
C08-417-12-09, PO# 644483, L&G Job#090202

Dear Commissioner Cuellar:

Attached for your approval is our invoice for services rendered for the month of November 2013. ROW Map for 105 Parcels with J.E.S. on original contract was completed at 65% and Design Surveys at 95% and his contract was terminated. The following is attached:

- L & G's Invoice of Sub-consultant work.
- Sub-consultant Invoice **THIS INVOICE IS ONLY FOR SUBCONTRACTOR WORK OF:**
  - **SAM ENGINEERING & SURVEYING, INC.**
- Exhibit C "Project Schedule"

Original Contract

TASK		% COMPL
FC 13001 – RIGHT-OF-WAY MAP		
L&G has reviewed the final map and provided final comments to the surveyors. This task is not complete.	L&G	100%
FC 13010 – RIGHT-OF-WAY MAP/SUB		
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 65% of the total contracted work and his contract was terminated.	J.E.S.	100%
FC 15010 – DESIGN SURVEYS/SUB		
This task has been closed out and the amount reduced originally contracted to J.E. Saenz. J.E. Saenz and Associates completed 95% of the total contracted work and his contract was terminated.	J.E.S.	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

3

Supplemental #1

TASK		% COMPL
FC 13004 – RIGHT-OF-WAY MAP MANAGEMENT		
L&G has reviewed the map and provided comments and is awaiting final submittal. G&M has submitted a revised ROW map and L&G has provided G&M a final review.	L&G	100%
FC 13020 – RIGHT-OF-WAY MAP/SUB		
G&M has provided a final ROW map with filed notes & parcel sketches for review. L&G has finalized the review of their map and have provided final comments. Final map has been submitted to TxDOT for approval.	G&M	100%
FC 15010 – DESIGN SURVEYS/SUB		
G&M has placed pins in all of the property corners within the take as per TxDOT guidelines and has placed all BM's in the field and provided the survey control sheets for review. L&G has finalized the review of the survey control sheets and have submitted then to TxDOT. This task is complete.	G&M	100%
FC 09010 – PHOTOS&MISC/SUB		
This task is complete.	G&M	100%
FC 13041 – 60% RIGHT-OF-WAY (BLUE LINE)		
This task has been completed and submitted to Guzman & Munoz for his finalization of the ROW Map.	L&G	100%

J.E. Saenz & Associates (J.E.S) replaced with SAM Engineering and Surveying, Inc. (SAMES) to complete 105 Parcel ROW Map

FC 13011 – RIGHT-OF-WAY MAP/SUB		
J.E. Saenz and Associates completed 65% of the 105 Parcel ROW Map and SAM Engineering are completing the remaining 35% of the 105 Parcels as approved by Commissioners Court meeting on May 1st, 2012 (See attached). SAMES has finalized the ROW map and it has been submitted to TxDOT ROW Division for approval. SAMES continues to update the parcel sketches as determined by the utility easements identified on the Title Commitments received by TxDOT.	SAMES	96.4%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

SAMES, INC.
200 S. Cage Blvd.
Pharr, TX 78577
Office (956) 702-8880 - Fax (956) 702-8883

SAMES
SAM ENGINEERING & SURVEYING INC.
Reg. No. F-10602

Invoice

Bill To
L & G Engineering Transportation Consultants 2100 W. Expressway 83 Mercedes, Texas 78570

Date	11/25/2013
Invoice #	13-179-2
Job #	SUR 12.078
Terms	Due on receipt

Project Description	Rate	Quantity	Amount
Sur: FM 493 Right Of Way Mapping & Surveying Inv #7 (A) Research $13,645.00 (B) Control Work $16,645.00 (C) Right Of Way $30,400.00 (D) Parcels Plats $31,475.00 (E) Topography $21,900.00 (F) QA/QC $17,475.00 Total Contract $131,545.00 Paid up to Date $122,000.00 Balance $ 9,545.00(50% of Bal Now Due)	4,772.50		4,772.50

APPROVED
By Robert at 1:54 pm, Nov 25, 2013

THANK YOU FOR YOUR BUSINESS
AND
THE OPPORTUNITY TO SERVE YOU!

Subtotal	$4,772.50
Sales Tax (8.25%)	$0.00
Total	$4,772.50

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2011							2012												2013											
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION #2																																
Environmental																																
Revisions as per ENV comments	L&G																															
Agency Coordination	TXDOT																															
FHWA Review/Revisons	TXDOT																															
Afford an Opportunity for Public Hearing	TXDOT																															
Fonsi	TXDOT																															
TxDOT Release of ROW	TXDOT																															
ROW Map																																
Complete 90% ROW Map	JES/G&M																															
L&G Review	L&G																															
Submit Final ROW Map	JES/G&M																															
TxDOT Approval Process	TxDOT																															
PS&E																																
Turn in 90% Plan Submittal	L&G																															
TxDOT Review Plan Submittal	TXDOT																															
Turn in 95% Plan Submittal	L&G																															
TxDOT Review Plan Submittal	TXDOT																															
Turn in 100% Mylars	L&G																															
NEW WA																																
ROW Acquisition For Entire Project																																
Project Administration	L&G																															
Coordination with County & TxDOT	L&G																															
Preliminary Administrative & Acquisition Process	L&G																															
Title Commitments	L&G																															
Appraisal Reports	L&G																															
Appraisal Review Reports	L&G																															
Appraisal Update Reports	L&G																															
Approved Values by TXDOT	TXDOT																															
Acquisition Negotiation Offers	L&G																															
Title Curative Process	L&G																															
Title Commitment Updates	L&G																															
Payments for Parcels	L&G																															
Condemnation Support Process	L&G																															
Eminent Domain Proceedings by COUNTY	L&G																															
Title Insurance Policies - Negotiations/ED	L&G																															
Consummation of Outstanding Cases	L&G																															
Construction Letting																																
Let Project	TxDOT																															

ROW Map Function
L&G Function
TxDOT Function

AI-42241 **Purchasing Department 12. P.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 2 in the amount of $79,882.65 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO# 698457

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2013 04:58 PM
Budget & Management	Debbie Tamez	12/13/2013 08:37 AM
Glinda Pacheco	Glinda Pacheco	12/13/2013 09:26 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Rocio Villarreal Started On: 12/11/2013 04:00 PM

Final Approval Date: 12/17/2013

APPLICATION AND CERTIFICATE FOR PAYMENT

RECEIVED

Wilson Project # 12-561

RECEIVED DEC 09 2013 BY

RECEIVED DEC 06 2013 Facilities Management

TO OWNER: Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539

PROJECT: Remodel Administration Building (1st & 2nd Floors) at 100 E. Cano St., Edinburg, TX

APPLICATION NO.: Two
PERIOD TO: 11/30/2013
Contract No: 12-029-10-23
Purchase Order: 698457
CONTRACT DATE: 10/23/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA: Alcocer Garcia Associates, Inc
George Garcia
1333 East Jasmine Avenue
McAllen, TX78501

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		$ 3,375,220.00
2. **Net Change by Change Orders**		—
3. **CONTRACT SUM TO DATE (Line 1 + 2)**		3,375,220.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on)		332,479.00
5. **RETAINAGE:**		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 16,623.95	
b. 5% of Stored Material (Column F on Continuation Sheet)	—	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		16,623.95
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		315,855.05
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		235,972.40
8. **CURRENT PAYMENT DUE**		$ 79,882.65
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 3,059,364.95	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	—	—
NET CHANGES by Change Order		$ —

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: December 3, 2013

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 3rd day of December, 2013

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

PCM 12.6.13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 79,882.65

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 12-5-13

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
01-010	General Conditions	167,854.00	11,750.00	15,600	—	27,350.00	16%	140,504.00	1,367.50
01-011	Overhead & profit, for increase	2,844.00	199.00	—	—	199.00	7%	2,645.00	9.95
01-012	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-405	Building Permit	8,930.00	8,930.00	—	—	8,930.00	100%	—	446.50
91-870	Bond	37,600.00	37,600.00	—	—	37,600.00	100%	—	1,880.00
91-870	Bond and insurance for increase	1,493.00	1,493.00	—	—	1,493.00	100%	—	74.65
91-871	Builder's Risk Policy	5,300.00	5,300.00	—	—	5,300.00	100%	—	265.00
91-874	Liability insurance	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Demolition								
02-051	Extra Dumpster for Demolition	19,400.00	9,700.00	—	—	9,700.00	50%	9,700.00	485.00
02-052	Interior Temp Air Ventilation for Skytrack	3,500.00	—	—	—	—		3,500.00	
02-053	Remove Vaults, labor	7,780.00	—	3,890	—	3,890.00	50%	3,890.00	194.50
02-054	Remove Vaults, material	11,000.00	—	5,500	—	5,500.00	50%	5,500.00	275.00
02-055	Remove Vaults, disposal	2,220.00	—	1,110	—	1,110.00	50%	1,110.00	55.50
02-056	Cost increase, Vaults, Demolition	21,500.00	—	10,750	—	10,750.00	50%	10,750.00	537.50
02-057	Remove Wood Ramp	532.00	532.00	—	—	532.00	100%	—	26.60
02-058	Remove Fire Extinguishers	388.00	388.00	—	—	388.00	100%	—	19.40
02-059	Remove Entry Mats	452.00	452.00	—	—	452.00	100%	—	22.60
02-057	Remove Existing Escalator	7,550.00	5,663.00	1,887	—	7,550.00	100%	—	377.50
02-058	Relocate exist Elevator Equipment	6,000.00	—	—	—	—		6,000.00	
02-059	Remove Existing Lift Station	1,200.00	—	—	—	—		1,200.00	
02-061	Misc. Demolition	12,000.00	10,200.00	—	—	10,200.00	85%	1,800.00	510.00
02-062	Remove/Patch Asphalt and Curbs at Gen Pad	2,500.00	—	—	—	—		2,500.00	
02-063	Remove/Patch Asphalt under Canopy Footings	2,000.00	—	—	—	—		2,000.00	
02-064	Temp. Barricades, Chute, Dust Partitions	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-065	Sawcut Asphalt Paving for Conduit to Generat	1,720.00	—	—	—	—		1,720.00	
02-066	Repair Asphalt Paving	1,700.00	—	—	—	—		1,700.00	
02-830	Chain Link Fence at Generator Pad	700.00	—	—	—	—		700.00	

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Concrete work								
03-070	Metal Deck Slab, Concrete	2,759.00	—	—	—	—		2,759.00	
03-072	Generator Pad, Concrete	3,139.00	—	—	—	—		3,139.00	
03-073	MEP Pads	2,575.00	—	—	—	—		2,575.00	
03-075	Bollards at Generator Pad	1,600.00	—	—	—	—		1,600.00	
03-076	Repair SOG after Vault Removals	6,175.00	—	—	—	—		6,175.00	
03-077	Metal Deck Slab, Labor	4,040.00	—	—	—	—		4,040.00	
03-078	Concrete Pan Fill, Labor	400.00	—	—	—	—		400.00	
03-079	Generator Pad, Labor	3,434.00	—	—	—	—		3,434.00	
03-080	Repair Plumbing Trenches	21,743.00	—	—	—	—		21,743.00	
03-081	Sawcut Concrete for Electrical	2,733.00	—	—	—	—		2,733.00	
03-082	Repair Concrete for Electrical	2,089.00	—	—	—	—		2,089.00	
03-110	Metal Deck Slab, Pump	1,325.00	—	—	—	—		1,325.00	
03-200	Metal Deck Slab, Rebar	6,206.00	—	—	—	—		6,206.00	
03-250	Metal Deck Slab, Accessories	400.00	—	—	—	—		400.00	
03-251	Generator Pad, Accessories	400.00	—	—	—	—		400.00	
03-530	Grout Column Bases	400.00	—	—	—	—		400.00	
	Masonry								
04-101	Masonry at Generator Pad, labor	2,470.00	—	—	—	—		2,470.00	
04-102	Masonry at Generator Pad, material	3,380.00	—	—	—	—		3,380.00	
	Steel								
	Structural Steel								
05-101	Main steel	39,271.00	—	—	—	—		39,271.00	
05-102	Metal deck	5,197.00	—	—	—	—		5,197.00	
05-103	Steel stairs / rails	14,119.00	—	—	—	—		14,119.00	
05-104	Steel erection	35,675.00	3,600.00	—	—	3,600.00	10%	32,075.00	180.00
05-505	Aluminum Handrails	6,851.00	—	—	—	—		6,851.00	

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Carpentry								
06-100	Rough Carpentry	5,100.00	—	—	—	—		5,100.00	
06-401	Millwork	62,377.00	—	—	—	—		62,377.00	
06-402	Cost increase, Millwork	24,123.00	—	—	—	—		24,123.00	
	Moisture Protection								
07-900	Joint Sealants	9,200.00	—	—	—	—		9,200.00	
07-900	Grout/Seal at Edge of exist Walls	1,440.00	—	—	—	—		1,440.00	
07-910	Fire Caulking	1,200.00	—	—	—	—		1,200.00	
	Doors and windows								
08-100	HM Doors and Frame	26,220.00	—	—	—	—		26,220.00	
08-200	Flush Wood Doors and Frames	48,450.00	—	—	—	—		48,450.00	
08-305	Access Panels	1,400.00	—	—	—	—		1,400.00	
08-800	Remove Glazing only at Glass Partitions	10,300.00	—	—	—	—		10,300.00	
08-800	Remove/Reinstall Glazing for Equipment Entry	13,500.00	—	—	—	—		13,500.00	
08-800	**Alum. Storefronts and Entrances**								
08-800	Demolition	10,500.00	—	—	—	—		10,500.00	
08-800	Metal	12,300.00	—	—	—	—		12,300.00	
08-800	Metal, labor	11,500.00	—	—	—	—		11,500.00	
08-800	Glass	8,342.00	—	—	—	—		8,342.00	
08-800	Glass labor	9,373.00	—	—	—	—		9,373.00	
	Finishes								
	Metal Studs, Drywall, Panels								
09-101	Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
09-102	Demolition	45,037.00	45,037.00	—	—	45,037.00	100%	—	2,251.85
09-103	Metal Stud Materials	40,741.00	—	—	—	—		40,741.00	
09-104	Metal Stud Labor	37,037.00	—	—	—	—		37,037.00	
09-105	Drywall Materials	34,568.00	—	—	—	—		34,568.00	
09-106	Drywall Labor	34,568.00	—	—	—	—		34,568.00	
09-107	Insulation Materials	9,877.00	—	—	—	—		9,877.00	
09-108	Insulation Labor	6,173.00	—	—	—	—		6,173.00	

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
09-109	Cost increase, Drywall & SAC	3,180.00	—	—	—	—		3,180.00	
09-110	Hollow Metal Door Frame Installation	12,741.00	—	—	—	—		12,741.00	
09-111	Ceiling Grid Materials	35,741.00	—	—	—	—		35,741.00	
09-112	Ceiling Grid Labor	9,605.00	—	—	—	—		9,605.00	
09-113	Ceiling Tile Materials	39,741.00	—	—	—	—		39,741.00	
09-114	Ceiling Tile Labor	11,080.00	—	—	—	—		11,080.00	
09-115	Ceiling Insulation Materials	2,715.00	—	—	—	—		2,715.00	
09-116	Ceiling Insulation Labor	988.00	—	—	—	—		988.00	
09-117	Fasteners	3,704.00	—	—	—	—		3,704.00	
09-118	Wood Framing Materials	3,704.00	—	—	—	—		3,704.00	
09-119	Wood Framing Labor	3,430.00	—	—	—	—		3,430.00	
	Ceramic Tile								
09-301	Ceramic Tile, labor	202,000.00	22,200.00	12,100	—	34,300.00	17%	167,700.00	1,715.00
09-302	Ceramic Tile, material	90,000.00	—	—	—	—		90,000.00	
09-303	Cost increase, Tile and terrazzo	5,780.00	—	—	—	—		5,780.00	
09-601	Carpeting, labor	220.00	—	—	—	—		220.00	
09-602	Carpeting, material	500.00	—	—	—	—		500.00	
09-603	Resilient base, labor	3,000.00	—	—	—	—		3,000.00	
09-604	Resilient base, material	3,000.00	—	—	—	—		3,000.00	
09-900	**Painting & Vinyl Wall covering**								
09-900	Walls & ceilings, labor	41,400.00	—	—	—	—		41,400.00	
09-900	Walls & ceilings, material	9,600.00	—	—	—	—		9,600.00	
09-900	Exposed structural ceiling, labor	8,000.00	—	—	—	—		8,000.00	
09-900	Exposed structural ceiling, material	2,000.00	—	—	—	—		2,000.00	
09-900	Ash veneer plywood, labor	3,800.00	—	—	—	—		3,800.00	
09-900	Ash veneer plywood, material	1,000.00	—	—	—	—		1,000.00	
09-900	Doors & frames, labor	8,000.00	—	—	—	—		8,000.00	
09-900	Doors & frames, material	2,000.00	—	—	—	—		2,000.00	
09-900	Clean, refinish & paint existing, labor	15,120.00	—	—	—	—		15,120.00	
09-900	Clean, refinish & paint existing, material	3,780.00	—	—	—	—		3,780.00	

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
09-900	Vinyl wallcovering, labor	1,900.00	—	—	—	—		1,900.00	
09-900	Vinyl wallcovering, material	1,900.00	—	—	—	—		1,900.00	
	Specialties								
10-101	Markerboards, Material	1,597.00	—	—	—	—		1,597.00	
10-102	Markerboards, Labor	632.00	—	—	—	—		632.00	
10-505	Bench at #107	300.00	—	—	—	—		300.00	
10-520	Fire Extinguishers, Material	3,176.00	—	—	—	—		3,176.00	
10-521	Fire Extinguishers Labor	955.00	—	—	—	—		955.00	
10-530	Aluminum Walkway Covers, labor	7,890.00	—	—	—	—		7,890.00	
10-531	Aluminum Walkway Covers, material	6,456.00	—	—	—	—		6,456.00	
10-600	Toilet Partitions, Material	5,275.00	—	—	—	—		5,275.00	
10-601	Toilet Partitions, Labor	2,916.00	—	—	—	—		2,916.00	
10-800	Toilet Specialties, Material	4,115.00	—	—	—	—		4,115.00	
10-801	Toilet Specialties, Labor	1,190.00	—	—	—	—		1,190.00	
	MEP								
	Plumbing Contractor								
15-101	Permits, mobilization	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
15-102	Demolition, labor	4,000.00	3,400.00	600	—	4,000.00	100%	—	200.00
15-103	Demolition, material	3,000.00	2,550.00	450	—	3,000.00	100%	—	150.00
15-104	Underground, labor	20,000.00	—	—	—	—		20,000.00	
15-105	Underground, material	17,000.00	3,400.00	—	—	3,400.00	20%	13,600.00	170.00
15-106	Above ground, labor	42,500.00	—	—	—	—		42,500.00	
15-107	Above ground, material	41,000.00	8,200.00	—	—	8,200.00	20%	32,800.00	410.00
15-108	Fixtures, labor	14,000.00	—	—	—	—		14,000.00	
15-109	Fixtures, material	42,000.00	—	—	—	—		42,000.00	
15-110	Insulation	8,000.00	—	—	—	—		8,000.00	
15-125	Sawcut and Remove Trenches for Plumbing	18,919.00	—	—	—	—		18,919.00	
15-300	Fire Sprinkler	53,000.00	—	—	—	—		53,000.00	
15-301	Cost increase, Fire Sprinkler	2,300.00	—	—	—	—		2,300.00	

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Two
Application Date: 11/30/2013
Period From: 11/1/2013
To: 11/30/2013

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-500	HVAC Contractor	629,000.00	—	—	—	—		629,000.00	
15-991	Test & Balance	19,000.00	—	—	—	—		19,000.00	
	Electric Contractor								
16-100	Submittals	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
16-101	Fixtures / lamps, material	103,734.00	—	—	—	—		103,734.00	
16-102	Fixtures / lamps, labor	9,256.00	—	—	—	—		9,256.00	
16-103	Panels / gear, material	63,537.00	—	—	—	—		63,537.00	
16-104	Panels / gear, labor	14,722.00	—	—	—	—		14,722.00	
16-105	Branch conduit / wire, material	87,415.00	—	5,500	—	5,500.00	6%	81,915.00	275.00
16-106	Branch conduit / wire, labor	84,702.00	—	2,000	—	2,000.00	2%	82,702.00	100.00
16-107	Feeder conduit / wire, material	82,017.00	—	—	—	—		82,017.00	
16-108	Feeder conduit / wire, labor	9,781.00	—	—	—	—		9,781.00	
16-109	Trim out, material	10,700.00	—	—	—	—		10,700.00	
16-110	Trim out, labor	7,389.00	—	—	—	—		7,389.00	
16-111	Generator	220,631.00	—	—	—	—		220,631.00	
16-112	Temporary	5,634.00	2,558.00	1,200	—	3,758.00	67%	1,876.00	187.90
16-113	Demolition	34,312.00	9,740.00	23,500	—	33,240.00	97%	1,072.00	1,662.00
16-114	Systems	33,170.00	—	—	—	—		33,170.00	
16-115	Rental	4,500.00	500.00	—	—	500.00	11%	4,000.00	25.00
	Allowances								
BF-001	Betterment Fund	14,000.00	—	—	—	—		14,000.00	
BF-002	Signage	6,000.00	—	—	—	—		6,000.00	
BF-003	Door Hardware	70,000.00	—	—	—	—		70,000.00	
BF-004	HVAC	1,000.00	—	—	—	—		1,000.00	
BF-005	Plumbing	2,000.00	—	—	—	—		2,000.00	
BF-006	Electrical	8,000.00	—	—	—	—		8,000.00	
BF-999	4 tons Structural Steel Allowance per Structura	14,000.00	—	—	—	—		14,000.00	
	Change Orders								
	Contract sum	3,375,220.00	248,392.00	84,087.00	-	332,479.00	10%	3,042,741.00	16,623.95

CERTIFIED PAYROLL REPORTS

METRO ELECTRIC, INC.

Date 11/13/2013

I, Irene Sanchez (Name of Signatory Party) Human Resource Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

METRO ELECTRIC, INC. (Contractor or Subcontractor) on the

Hidalgo County Renovations to Former Administration Building 1st & 2nd Floors (Building or Work); that during the payroll period commencing on the

7 day of NOV, 2013, and ending the 13 day of NOV, 2013,

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

METRO ELECTRIC, INC. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03035

NAME AND TITLE	SIGNATURE
Irene Sanchez Human Resource Manager	

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.

Certified Payroll Report

For the Period Ending: 11-13-13

Job: 2-03035
Hidalgo County Renovations to former Administration Building 1st & 2nd Floors.
100 East Cano St Edinburg, Tx 78339

		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Jose G Puente Jr		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-3791 Hispanic Male		8.00	8.00			8.00	8.00	8.00	40.00	16.25			650.00	650.00	37.45		67.00	495.82
M - 1 Electrician Reg													650.00		49.73			
Jose Luis Castillo		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-2684 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 3 Electrician OT							4.50		4.50	21.75			97.88	1,069.38	73.94		127.15	786.48
													97.88		81.81			
Rene Cardona Jr		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6562 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 6 Electrician Reg		6.50							6.50	14.00			91.00	511.00			12.68	459.22
													91.00		39.10			
Jose Antonio Zuniga		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6602 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0 Electrcn Apprntc OT							4.50		4.50	13.50			60.75	657.00	81.05		17.12	508.56
													60.75		50.27			
Victor M De Leon		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0029 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 2 Electrcn Apprntc Reg		8.00	8.00			8.00	8.00	8.00	40.00	9.00			360.00	360.00	3.33		49.34	279.79
													360.00		27.54			
Mark A Hernandez		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-1740 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc Reg		8.00	8.00			8.00	8.00	8.00	40.00	12.00			480.00	480.00	13.77		82.09	347.42
													480.00		36.72			
Reynaldo Gonzalez		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6865 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc Reg		8.00	8.00			8.00			24.00	8.30			199.20	375.20	28.69			346.51
													199.20					
Armando Badillo		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0142 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 3 Electrcn Apprntc Reg		8.00	8.00			8.00			24.00	9.00			216.00	414.00	14.67		77.31	290.35
													216.00		31.67			
Vicente Quintanilla Jr		11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-9179 Hispanic Male		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0 Electrcn Apprntc Reg			8.00			8.00		8.00	24.00	9.00			216.00	216.00	17.47			182.01
													216.00		16.52			

Certified Payroll Report

For the Period Ending: 11-13-13

Job: 2-03035 **Hidalgo County Renovations to former Administration 1st & 2nd Floors.**
100 East Cano Street
Edinburg, TX 78339

			11-07	11-08	11-09	11-10	11-11	11-12	11-13	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Ernesto Vasquez			Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-6615 Hispanic		Male	8.00	8.00			8.00			24.00	8.50			204.00	365.50	39.90			297.64
S - 0	Electrcn Apprntc	Reg												204.00		27.96			

Totals for **Hidalgo County Renovations to former Administration 1st & 2nd Floors**

11-07-13 Thursday	11-08-13 Friday	11-09-13 Saturday	11-10-13 Sunday	11-11-13 Monday	11-12-13 Tuesday	11-13-13 Wednesdy	Total Hours
54.50	56.00	.00	.00	56.00	33.00	32.00	231.50

Gross This Job	Total Gross		Deductions	Net
2,574.83	5,098.08	FWH	281.58	3,993.80
		FICA	390.01	
		SWH	.00	
		SDI	.00	
		Other	432.69	

Date 11/06/13

I, Irene Sanchez (Name of Signatory Party) Human Resource Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by METRO ELECTRIC, INC. (Contractor or Subcontractor) on the Hidalgo County Renovations to FormerAdministration Building 1st & 2nd Floors (Building or Work); that during the payroll period commencing on the 31 day of OCT, 2013, and ending the 6 day of NOV, 2013, 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 METRO ELECTRIC, INC. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03035

NAME AND TITLE	SIGNATURE
Irene Sanchez Human Resource Manager	Irene Sanchez

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.

Certified Payroll Report

Job: 2-03035 ! Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.
100 East Cano Street
Edinburg, TX 78339

For the Period Ending: 11-06-13

		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Francisco I Martinez		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-6672 Hispanic	Male																	
M - 2 Electrcn Apprntc	Reg		8.00						8.00	13.75			110.00	828.44	59.62		24.05	681.93
													110.00		62.84			
Jose G Puente Jr		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-3791 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 1 Electrcn Apprntc	Reg	8.00	8.00			8.00	6.50		30.50	16.25			495.63	857.20	74.46		65.63	652.43
Electrcn Apprntc	OT						1.50	7.00	8.50	24.38			207.19					
													702.82		64.68			
Victor M De Leon		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0029 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 2 Electrcn Apprntc	Reg	8.00	8.00			8.00	7.00		31.00	9.00			279.00	288.00			45.29	220.88
													279.00		21.83			
Mark A Hernandez		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-1740 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc	Reg	8.00	8.00			8.00	8.00	7.00	39.00	12.00			468.00	480.00	13.29		82.09	348.25
													468.00		36.37			
Reynaldo Gonzalez		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6865 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc	Reg	8.00	8.00			8.00	8.00	8.00	40.00	8.30			332.00	332.00				306.60
													332.00		25.40			
Armando Badillo		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0142 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 3 Electrcn Apprntc	Reg	8.00	8.00			4.50	8.00	8.00	36.50	9.00			328.50	328.50	6.12		77.31	219.94
													328.50		25.13			
Vicente Quintanilla Jr		10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-9179 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0 Electrcn Apprntc	Reg		8.00			8.00		8.00	24.00	9.00			216.00	216.00	17.47			182.01
													216.00		16.52			

Certified Payroll Report

Job: 2-03035 Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.
100 East Cano Street
Edinburg, TX 78339

For the Period Ending:

			10-31	11-01	11-02	11-03	11-04	11-05	11-06	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Ernesto Vasquez			Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-6615 Hispanic		Male	8.00	8.00			8.00	8.00	7.00	39.00	8.50			331.50	340.00	36.07			277.92
S - 0	Electrcn Apprntc	Reg												331.50		26.01			

Totals for Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.

10-31-13 Thursday	11-01-13 Friday	11-02-13 Saturday	11-03-13 Sunday	11-04-13 Monday	11-05-13 Tuesday	11-06-13 Wednesdy	Total Hours
48.00	64.00	.00	.00	52.50	47.00	45.00	256.50

Gross This Job	Total Gross		Deductions	Net
2,767.82	3,670.14	FWH	207.03	2,889.96
		FICA	278.78	
		SWH	.00	
		SDI	.00	
		Other	294.37	

Date 10/30/13

I, Irene Sanchez (Name of Signatory Party) Human Resource Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by METRO ELECTRIC, INC. (Contractor or Subcontractor) on the Hidalgo County Renovations to FormerAdministration Building 1st & 2nd Floors (Building or Work); that during the payroll period commencing on the 24 day of OCT, 2013, and ending the 30 day of OCT, 2013, 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 METRO ELECTRIC, INC. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03035

NAME AND TITLE	SIGNATURE
Irene Sanchez Human Resource Manager	Irene Sanchez

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.

Certified Payroll Report

Job: 2-03035 Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.
100 East Cano Street
Edinburg, TX 78339

For the Period Ending: 10-30-13

		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Francisco I Martinez		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-6672 Hispanic	Male					8.00			8.00	13.75			110.00	715.00	43.64			616.66
M - 2 Electrcn Apprntc	Reg												110.00		54.70			
Jose G Puente Jr		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-3791 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 1 Electrician	Reg	8.00	8.00			8.50	7.50		32.00	16.25			520.00	857.19	76.22			715.40
Electrician	OT						.50	8.00	8.50	24.38			207.19					
													727.19		65.57			
Victor M De Leon		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0029 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 2 Electrcn Apprntc	Reg	8.00	8.00			8.00	8.00		32.00	8.25			264.00	429.00	11.94		75.89	308.35
Electrcn Apprntc	OT							8.00	8.00	12.38			99.00					
													363.00		32.82			
Mark A Hernandez		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-1740 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc	Reg	8.00	8.00			8.00	8.00	8.00	40.00	12.00			480.00	480.00	13.77		77.31	352.20
													480.00		36.72			
Reynaldo Gonzalez		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6865 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4 Electrcn Apprntc	Reg	8.00	8.00			8.00	8.00	8.00	40.00	8.30			332.00	332.00				306.60
													332.00		25.40			
Armando Badillo		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0142 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 3 Electrcn Apprntc	Reg	8.00	8.00				8.00	8.00	32.00	9.00			288.00	360.00	9.27		77.31	245.88
													288.00		27.54			
Vicente Quintanilla Jr		10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-9179 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0 Electrcn Apprntc	Reg		8.00			7.50		8.00	23.50	9.00			211.50	211.50	16.92			178.40
													211.50		16.18			

Certified Payroll Report

For the Period Ending: 10/30/13

Job: 2-03035 Hidalgo County REnovations to former Administration Building 1st & 2nd Floor.
100 East Cano Street
Edinburg, TX 78339

			10-24	10-25	10-26	10-27	10-28	10-29	10-30	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Ernesto Vasquez			Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-6615 Hispanic		Male	8.00	8.00			8.00	8.00	8.00	40.00	8.50			340.00	340.00	36.07			277.92
S - 0	Electrcn Apprntc	Reg												340.00		26.01			

Totals for Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.

10-24-13 Thursday	10-25-13 Friday	10-26-13 Saturday	10-27-13 Sunday	10-28-13 Monday	10-29-13 Tuesday	10-30-13 Wednesdy	Total Hours
48.00	56.00	.00	.00	56.00	48.00	56.00	264.00

Gross This Job	Total Gross		Deductions	Net
2,851.69	3,724.69	FWH	207.83	3,001.41
		FICA	284.94	
		SWH	.00	
		SDI	.00	
		Other	230.51	

Date 10/23/13

I, Irene Sanchez (Name of Signatory Party) Human Resource Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by METRO ELECTRIC, INC. (Contractor or Subcontractor) on the Hidalgo County Renovations to FormerAdministration Building 1st & 2nd Floors (Building or Work); that during the payroll period commencing on the 17 day of OCT, 2013, and ending the 23 day of OCT, 2013, 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 METRO ELECTRIC, INC. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03035

NAME AND TITLE	SIGNATURE
Irene Sanchez Human Resource Manager	Irene Sanchez

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.

Certified Payroll Report

For the Period Ending: 10-23-13

Job: 2-03035 Hidalgo County Renovations to
100 East Cano Street Former Administration Building 1st & 2nd Floor.
Edinburg, TX 78339

		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
Jose G Puente Jr		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
XXX-XX-3791 Hispanic	Male																	
M - 1	Electrician Reg	6.00	8.00			8.00	8.00	5.00	35.00	16.25			568.75	723.13	56.11			611.70
	Electrician OT							3.00	3.00	24.38			73.13					
													641.88		55.32			
Rogelio Segovia		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6175 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 0	Electrcn Apprntc Reg	4.50							4.50	12.00			54.00	642.00	55.19		3.46	534.23
													54.00		49.12			
Victor M De Leon		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0029 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
M - 2	Electrcn Apprntc Reg	8.00	8.00			8.00	8.00	8.00	40.00	8.25			330.00	330.00	2.04		72.29	230.43
													330.00		25.24			
Mark A Hernandez		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-1740 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4	Electrcn Apprntc Reg	8.00	8.00			8.00	8.00	8.00	40.00	12.00			480.00	480.00	13.77		77.31	352.20
													480.00		36.72			
Reynaldo Gonzalez		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6865 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 4	Electrcn Apprntc Reg	8.00	8.00			8.00	8.00	8.00	40.00	8.30			332.00	332.00	25.40			306.60
													332.00					
Armando Badillo		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-0142 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 3	Electrcn Apprntc Reg	8.00	8.00				8.00	8.00	32.00	9.00			288.00	288.00	2.07		77.31	186.59
													288.00		22.03			
Vicente Quintanilla Jr		10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-9179 Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0	Electrcn Apprntc Reg		8.00			8.00		8.00	24.00	9.00			216.00	216.00	17.47			182.00
													216.00		16.53			

Certified Payroll Report

Hidalgo County Renovations to For the Period Ending:
Job: 2-03035 former Administration Building 1st & 2nd Floor.
100 East Cano Street
Edinburg, TX 78339

Ernesto Vasquez			10-17	10-18	10-19	10-20	10-21	10-22	10-23	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
XXX-XX-6615	Hispanic	Male	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Hours	Rate	Fringe	Fringe	This Job	Gross	FICA	SUI/SDI	Deducts	Net
S - 0	Electrcn Apprntc	Reg		8.00			8.00	8.00	8.00	32.00	8.50			272.00	297.50	29.70			245.04
														272.00		22.76			

Totals for Hidalgo County Renovations to former Administration Building 1st & 2nd Floor.

10-17-13 Thursday	10-18-13 Friday	10-19-13 Saturday	10-20-13 Sunday	10-21-13 Monday	10-22-13 Tuesday	10-23-13 Wednesdy	Total Hours	Gross This Job	Total Gross		Deductions	Net
42.50	56.00	.00	.00	48.00	48.00	56.00	250.50	2,613.88	3,308.63	FWH	176.35	2,648.79
										FICA	253.12	
										SWH	.00	
										SDI	.00	
										Other	230.37	

MION TERRAZZO TILE &
MARBLE CO., INC.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ Mion Terrazzo Tile & Marble Co., Inc

ADDRESS 2045 N. 77 Sunshine Strip Harlingen, Texas 78550

PAYROLL NO. 7

FOR WEEK ENDING 11/28/2013

PROJECT AND LOCATION Hidalgo County Admin Remodel-Hidalgo

PROJECT OR CONTRACT NO. 12-561

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 11/22	M 11/25	TUE 11/26	W 11/27	Thur 11/28			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support	Insurance	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Centeno-Garcia, Roberto #6108	2	Tile Setter-Helper (Laborer, Common)	O										$234.00	$17.90	$4.80				$22.70	$211.30
			S	8.00	8.00		8.00				24.00	9.75								
Flores, Manuel #5004	6	Tile Setter-Helper (Laborer, Common)	O										$33.00	$2.52	$0.00	$15.24			$17.76	$15.24
			S		4.00						4.00	8.25								
Garza, Javier #0615	3	Tile Setter-Helper (Laborer, Common)	O										$296.00	$22.64	$8.00	$65.90			$96.54	$199.46
			S	8.00	8.00	8.00	8.00				32.00	9.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$392.00	$29.98	$8.80				$38.78	$353.22
			S	8.00	8.00	8.00	8.00				32.00	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$814.15	$62.27	$117.60				$179.87	$634.28
			S	8.00	8.00	8.00	8.00				32.00	25.44								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 12/02/13

I, Robert Mion (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) on the Hidalgo County Administrative (Building or Work); that during the payroll period commencing on the 22nd day of November, 2013, and ending the 28th day of November, 2013, 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 Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Mion, President	

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. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ Mion Terrazzo Tile & Marble Co., Inc

ADDRESS 2045 N. 77 Sunshine Strip Harlingen, Texas 78550

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 6

FOR WEEK ENDING 11/21/2013

PROJECT AND LOCATION Hidalgo County Admin Remodel-Hidalgo

PROJECT OR CONTRACT NO. 12-561

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 11/15	M 11/18	TUE 11/19	W 11/20	Thur 11/21			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support	Insurance	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Centeno-Garcia, Roberto #6108	2	Tile Setter-Helper (Laborer, Common)	O										$78.00	$5.82	$3.00				$8.82	$69.18
			S					8.00			8.00	9.75								
Flores, Manuel #5004	6	Tile Setter-Helper (Laborer, Common)	O										$198.00	$5.15	$0.00	$86.54			$91.69	$106.31
			S		8.00	8.00		8.00			24.00	8.25								
Garza, Javier #0615	3	Tile Setter-Helper (Laborer, Common)	O										$74.00	$5.66	$2.00	$16.48		$1.60	$25.74	$48.26
			S	8.00							8.00	9.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$490.00	$37.53	$19.25				$56.78	$433.22
			S	8.00	8.00	8.00	8.00	8.00			40.00	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$1,017.69	$77.86	$147.00				$224.86	$792.83
			S	8.00	8.00	8.00	8.00	8.00			40.00	25.44								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 12/02/13

I, Robert Mion (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) on the Hidalgo County Administrative (Building or Work); that during the payroll period commencing on the 15th day of November, 2013, and ending the 21th day of November, 2013, 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 Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Mion, President	

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. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ Mion Terrazzo Tile.& Marble Co., Inc

ADDRESS 2045 N. 77 Sunshine Strip Harlingen, Texas 78550

PAYROLL NO. 5

FOR WEEK ENDING 11/14/2013

PROJECT AND LOCATION Hidalgo County Admin Remodel-Hidalgo

PROJECT OR CONTRACT NO. 12-561

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 11/8	M 11/11	TUE 11/12	W 11/13	Thur 11/14			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support	Insurance	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Centeno-Garcia, Roberto #6108	2	Tile Setter-Helper (Laborer, Common)	O										$156.00	$11.86	$3.51			$3.90	$19.27	$136.73
			S		8.00			8.00			16.00	9.75								
Garza, Javier #0615	3	Tile Setter-Helper (Laborer, Common)	O										$222.00	$16.98	$2.25	$61.79		$3.75	$84.77	$137.23
			S			8.00	8.00	8.00			24.00	9.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$392.00	$29.99	$8.80				$38.79	$353.21
			S		8.00	8.00	8.00	8.00			32.00	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$814.15	$62.29	$117.60				$179.89	$634.26
			S		8.00	8.00	8.00	8.00			32.00	25.44								
			O																	
			S																	
			O																	
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			S																	
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			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 11/19/13

I, Robert Mion (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) on the Hidalgo County Administrative (Building or Work); that during the payroll period commencing on the 8th day of November, 2013, and ending the 14th day of November, 2013, 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 Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Mion, President	Robert Mion

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. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ Mion Terrazzo Tile & Marble Co., Inc

ADDRESS 2045 N. 77 Sunshine Strip Harlingen, Texas 78550

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 4

FOR WEEK ENDING 11/07/2013

PROJECT AND LOCATION Hidalgo County Admin Remodel-Hidalgo

PROJECT OR CONTRACT NO. 12-561

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 11/1	M 11/4	TUE 11/5	W 11/6	Thur 11/7			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support	Insurance	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Centeno-Garcia, Roberto #6108	2	Tile Setter-Helper (Laborer, Common)	O										$234.00	$17.89	$3.29				$21.18	$212.82
			S	8.00	8.00	8.00					24.00	9.75								
Flores, Manuel #5004	6	Tile Setter-Helper (Laborer, Common)	O										$198.00	$15.15		$61.20			$76.35	$121.65
			S	8.00	8.00	8.00					24.00	8.25								
Martinez, David Jr. #1634	2	Tile Setter-Helper (Laborer, Common)	O										$296.00	$22.64	$14.40	$73.48			$110.52	$185.48
			S	8.00	8.00	8.00	8.00				32.00	9.25								
Mendez, Fernando #6915	0	Tile Setter-Supervisor (Laborer, Common)	O										$276.00	$21.10	$33.39		$4.40	$5.30	$64.19	$211.81
			S	8.00	8.00	8.00					24.00	11.50								
Senteno, Pedro #7754	0	Tile Setter-Supervisor (Laborer, Common)	O										$270.00	$20.68	$32.40		$3.72	$5.40	$62.20	$207.80
			S	8.00	8.00	8.00					24.00	11.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$392.00	$30.09	$9.88				$39.97	$352.03
			S	8.00	8.00	8.00	8.00				32.00	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$814.15	$62.27	$117.60				$179.87	$634.28
			S	8.00	8.00	8.00	8.00				32.00	25.44								
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 11/11/13

I, Robert Mion (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) on the Hidalgo County Administrative (Building or Work); that during the payroll period commencing on the 1st day of November, 2013, and ending the 7th day of November, 2013, 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 Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Mion, President	Robert Mion

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. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ Mion Terrazzo Tile & Marble Co., Inc

ADDRESS 2045 N. 77 Sunshine Strip Harlingen, Texas 78550

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 3

FOR WEEK ENDING 10/31/2013

PROJECT AND LOCATION Hidalgo County Admin Remodel-Hidalgo

PROJECT OR CONTRACT NO. 12-561

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: F 10/25	M 10/28	TUE 10/29	W 10/30	Thur 10/31			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support	Insurance	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Centeno-Garcia, Roberto #6108	2	Tile Setter-Helper (Laborer, Common)	O										$312.00	$23.87	$0.00				$23.87	$288.13
			S	8.00	8.00	8.00	8.00				32.0(	9.75								
Flores, Manuel #5004	6	Tile Setter-Helper (Laborer, Common)	O										$330.00	$25.24	$0.00	$115.38		$100.00	$240.62	$89.38
			S	8.00	8.00	8.00	8.00	8.00			40.0(	8.25								
Martinez, David Jr. #1634	2	Tile Setter-Helper (Laborer, Common)	O										$370.00	$28.31	$18.00	$91.85			$138.16	$231.84
			S	8.00	8.00	8.00	8.00	8.00			40.0(	9.25								
Mendez, Fernando #6915	0	Tile Setter-Supervisor (Laborer, Common)	O										$460.00	$35.19	$54.00		$8.31		$97.50	$362.50
			S	8.00	8.00	8.00	8.00	8.00			40.0(	11.50								
Senteno, Pedro #7754	0	Tile Setter-Supervisor (Laborer, Common)	O										$450.00	$34.42	$53.00		$6.85		$94.27	$355.73
			S	8.00	8.00	8.00	8.00	8.00			40.0(	11.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$490.00	$37.49	$11.00				$48.49	$441.51
			S	8.00	8.00	8.00	8.00	8.00			40.0(	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$1,017.69	$77.86	$147.00				$224.86	$792.83
			S	8.00	8.00	8.00	8.00	8.00			40.0(	25.44								
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 .

(over)

Date 11/01/13

I, Robert Mion (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) on the Hidalgo County Administrative (Building or Work); that during the payroll period commencing on the 25th day of October, 2013, and ending the 31th day of October, 2013, 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 Mion Terrazzo Tile & Marble Co., Inc (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Mion, President	Robert Mion

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. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
TEXAIR COMPANY, INC

ADDRESS 2201 W EXPRESSWAY 83
MCALLEN, TX 78503

PAYROLL NO. 03

FOR WEEK ENDING 10/23/2013

PROJECT AND LOCATION
PSJA ISD AUSTIN MIDDLE SCHOOL
804 S STEWART RD, SAN JUAN, TX 78589

PROJECT OR CONTRACT NO.
PROJECT #13-615

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: 17 TH	18 FR	19 SAT	20 SUN	21 MON	22 TUE	23 WED (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							
			O																	
			S										$0.00							

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(over)

Date 10/25/2013

I, EDNA GONZALEZ (Name of Signatory Party) CONTROLLER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TEXAIR COMPANY, INC (Contractor or Subcontractor) on the

PSJA ISD AUSTIN MIDDLE SCHOOL (Building or Work); that during the payroll period commencing on the

17 day of OCTOBER, 2013, and ending the 23 day of OCTOBER, 2013,

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

TEXAIR COMPANY, INC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
NONE	

REMARKS:

NAME AND TITLE	SIGNATURE
EDNA GONZALEZ, CONTROLLER	E. Gonzalez

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.

AI-42259 **Purchasing Department 12. Q.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Clarification to AI-41268 Inv. #1102707-15 in the amount of $28,982.41 as submitted and approved by CC on 10/29/2013 with approval to increase total by $0.01 as requested by auditors, to reflected correct & revised amount of $28,982.42 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project-PO #663746.

BACKGROUND

Refer to PO #663746.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

PO# 663746 available balance as of 12-16-13 $30,507.80

Attachments

revised backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 12:11 PM
Budget & Management	Debbie Tamez	12/13/2013 01:24 PM
Sylvia Solis	Obdett Calzada	12/16/2013 09:04 AM
Manuel Chapa	Manuel Chapa	12/16/2013 10:27 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Oscar Garza Started On: 12/12/2013 03:36 PM

Final Approval Date: 12/17/2013

CAS Companies

Invoice

Date	Invoice #
9/20/2013	1102707-15

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

RECEIVED
By Oscar Garza at 9:45 am, Dec 12, 2013

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
	Upon Receipt	9/20/2013	2011-027-07	Autopsy	
Quantity	**Description**			**Price Each**	**Amount**
1	Autopsy Application for Payment #15 Contract Sum: $427,499.02 (+) CO1: $81,736.17 (+) CO2: $33,622.19 - ADA Bathroom Modifications Total Project: $542,857.38 This Draw: $28,982.42 TCPN Contract: R5004			28,982.42	28,982.42
We appreciate your prompt payment.				**Subtotal**	$28,982.42
				Tax (0.0%)	$0.00
				Total	**$28,982.42**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo County Autopsy Build Back Schedule of Values - PO #663746

08/20/2013 to 10/01/2013 - Pay App #15

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	40 Hours	Equipment for Removal and Installation of HVAC	$150.00	40.00	$6,000.00	40.00	$6,000.00	**0.00**	**40.00**	**$0.00**	$6,000.00	0.00	$0.00
2	5 ea.	Field Personnel, General Purpose Laborer	$2,075.00	5.00	$10,375.00	5.00	$10,375.00	**0.00**	**5.00**	**$0.00**	$10,375.00	0.00	$0.00
3	5 ea.	Project Mangaer	$3,175.00	5.00	$15,875.00	5.00	$15,875.00	**0.00**	**5.00**	**$0.00**	$15,875.00	0.00	$0.00
4	2 ea.	Superintendent	$2,950.00	2.00	$5,900.00	2.00	$5,900.00	**0.00**	**2.00**	**$0.00**	$5,900.00	0.00	$0.00
5	325 lf.	Selective Site Demo.	$12.94	325.00	$4,205.50	325.00	$4,205.50	**0.00**	**325.00**	**$0.00**	$4,205.50	0.00	$0.00
6	125 lf.	Water, Sewer, Pipe & Fittings Demo	$14.51	125.00	$1,813.75	125.00	$1,813.75	**0.00**	**125.00**	**$0.00**	$1,813.75	0.00	$0.00
7	6353 lf.	Bldg Foundation Demo	$2.29	6,353.00	$14,548.37	6,353.00	$14,548.37	**0.00**	**6,353.00**	**$0.00**	$14,548.37	0.00	$0.00
8	12 ea.	Demo of Plbg. Fixtures	$24.62	12.00	$295.44	12.00	$295.44	**0.00**	**12.00**	**$0.00**	$295.44	0.00	$0.00
9	30 ea.	Containment of Haz. Waste	$64.33	30.00	$1,929.90	30.00	$1,929.90	**0.00**	**30.00**	**$0.00**	$1,929.90	0.00	$0.00
10	11900 lf.	Ceiling Demo	$0.68	11,900.00	$8,092.00	11,900.00	$8,092.00	**0.00**	**11,900.00**	**$0.00**	$8,092.00	0.00	$0.00
11	9 ea.	Structural Concrete, In Place, Column	$706.81	9.00	$6,361.29	9.00	$6,361.29	**0.00**	**9.00**	**$0.00**	$6,361.29	0.00	$0.00
12	3 ea.	Structural Concrete, Footings	$213.42	3.00	$640.26	3.00	$640.26	**0.00**	**3.00**	**$0.00**	$640.26	0.00	$0.00
13	400 ea.	Concrete Sawing, Walls	$4.83	400.00	$1,932.00	400.00	$1,932.00	**0.00**	**400.00**	**$0.00**	$1,932.00	0.00	$0.00
14	1 ea.	Ceiling Support, OH Door	$724.38	1.00	$724.38	1.00	$724.38	**0.00**	**1.00**	**$0.00**	$724.38	0.00	$0.00
15	5 ea.	Column, Structural Tubing	$378.81	5.00	$1,894.05	0.00	$0.00	**5.00**	**5.00**	**$1,894.05**	$1,894.05	0.00	$0.00
16	100 lb.	Cross Bracing Angles, Structural Reinforcement	$1.87	100.00	$187.00	100.00	$187.00	**0.00**	**100.00**	**$0.00**	$187.00	0.00	$0.00
17	70 ea.	Structural Steel Member	$24.49	70.00	$1,714.30	0.00	$0.00	**70.00**	**70.00**	**$1,714.30**	$1,714.30	0.00	$0.00
18	400 ea.	Open Web Bar Joist	$8.54	400.00	$3,416.00	0.00	$0.00	**400.00**	**400.00**	**$3,416.00**	$3,416.00	0.00	$0.00
19	1200 ea.	Metal Roof Decking	$5.94	1,200.00	$7,128.00	0.00	$0.00	**1,200.00**	**1,200.00**	**$7,128.00**	$7,128.00	0.00	$0.00
20	1500 ea.	Millwork and Trim Demo	$0.30	1,500.00	$450.00	1,500.00	$450.00	**0.00**	**1,500.00**	**$0.00**	$450.00	0.00	$0.00
21	11900 lf.	Roof Demo	$1.07	11,900.00	$12,733.00	11,900.00	$12,733.00	**0.00**	**11,900.00**	**$0.00**	$12,733.00	0.00	$0.00
22	4 ea.	Window Replacement	$325.76	4.00	$1,303.04	4.00	$1,303.04	**0.00**	**4.00**	**$0.00**	$1,303.04	0.00	$0.00
23	12 ea.	Ext. Door Demo	$13.44	12.00	$161.28	12.00	$161.28	**0.00**	**12.00**	**$0.00**	$161.28	0.00	$0.00
24	5 ea.	Int. Door Demo, 3'	$8.06	5.00	$40.30	5.00	$40.30	**0.00**	**5.00**	**$0.00**	$40.30	0.00	$0.00
25	17 ea.	Metal Door Frame Demo	$25.34	17.00	$430.78	17.00	$430.78	**0.00**	**17.00**	**$0.00**	$430.78	0.00	$0.00
26	1 ea.	Hollow Metal Door	$424.09	1.00	$424.09	1.00	$424.09	**0.00**	**1.00**	**$0.00**	$424.09	0.00	$0.00
27	552 ea.	Int. Wood Door, Arch. Flush	$128.19	552.00	$70,760.88	552.00	$70,760.88	**0.00**	**552.00**	**$0.00**	$70,760.88	0.00	$0.00
28	276 ea.	Int. Wood Door, Arch. Flush	$41.50	276.00	$11,454.00	276.00	$11,454.00	**0.00**	**276.00**	**$0.00**	$11,454.00	0.00	$0.00
29	1 ea.	OH Door, Commercial Stock Steel	$1,455.41	1.00	$1,455.41	1.00	$1,455.41	**0.00**	**1.00**	**$0.00**	$1,455.41	0.00	$0.00
30	1 ea.	OH Door, Residential, Garage	$2,551.03	1.00	$2,551.03	1.00	$2,551.03	**0.00**	**1.00**	**$0.00**	$2,551.03	0.00	$0.00
31	11900 lf.	Celing Demo., Support Wire	$0.45	11,900.00	$5,355.00	11,900.00	$5,355.00	**0.00**	**11,900.00**	**$0.00**	$5,355.00	0.00	$0.00
32	5000 lf.	Flooring Demo, Resilient Sheet	$0.24	5,000.00	$1,200.00	5,000.00	$1,200.00	**0.00**	**5,000.00**	**$0.00**	$1,200.00	0.00	$0.00
33	1553 ea.	Partition Wall	$5.94	1,553.00	$9,224.82	1,553.00	$9,224.82	**0.00**	**1,553.00**	**$0.00**	$9,224.82	0.00	$0.00
34	1553 ea.	Parition Wall, Fire and Water Resistant	$2.90	1,553.00	$4,503.70	1,553.00	$4,503.70	**0.00**	**1,553.00**	**$0.00**	$4,503.70	0.00	$0.00
35	173 ea.	Gypsum Plaster, 3 Coats on wood studs	$22.12	173.00	$3,826.76	173.00	$3,826.76	**0.00**	**173.00**	**$0.00**	$3,826.76	0.00	$0.00
36	1368 lf.	Cermaic Tile Flooring	$6.19	1,368.00	$8,467.92	1,368.00	$8,467.92	**0.00**	**1,368.00**	**$0.00**	$8,467.92	0.00	$0.00
37	11900 lf.	Suspended Ceiling	$1.84	11,900.00	$21,896.00	11,900.00	$21,896.00	**0.00**	**11,900.00**	**$0.00**	$21,896.00	0.00	$0.00
38	4000 lf.	Resilient Flooring	$5.71	4,000.00	$22,840.00	4,000.00	$22,840.00	**0.00**	**4,000.00**	**$0.00**	$22,840.00	0.00	$0.00
39	23600 lf.	Painting	$0.68	23,600.00	$16,048.00	23,600.00	$16,048.00	**0.00**	**23,600.00**	**$0.00**	$16,048.00	0.00	$0.00
40	1 ea.	Plaque	$1,445.89	1.00	$1,445.89	1.00	$1,445.89	**0.00**	**1.00**	**$0.00**	$1,445.89	0.00	$0.00
41	1 ea.	Elect. Exit Sign	$188.28	1.00	$188.28	1.00	$188.28	**0.00**	**1.00**	**$0.00**	$188.28	0.00	$0.00
42	10 ea.	Toilet Partitions	$315.00	10.00	$3,150.00	10.00	$3,150.00	**0.00**	**10.00**	**$0.00**	$3,150.00	0.00	$0.00
43	2 ea.	Shower Compartments	$736.56	2.00	$1,473.12	2.00	$1,473.12	**0.00**	**2.00**	**$0.00**	$1,473.12	0.00	$0.00
44	2 ea.	Fire Extinguishers	$415.00	2.00	$830.00	2.00	$830.00	**0.00**	**2.00**	**$0.00**	$830.00	0.00	$0.00
45	20 ea.	Wood Shelving, Adjustable Closet Rod	$44.82	20.00	$896.40	20.00	$896.40	**0.00**	**20.00**	**$0.00**	$896.40	0.00	$0.00
46	27 ea.	Laminate Counter Tops	$52.56	27.00	$1,419.12	27.00	$1,419.12	**0.00**	**27.00**	**$0.00**	$1,419.12	0.00	$0.00
47	415 ea.	Pre-Engineered Steel Building	$16.66	415.00	$6,913.90	240.10	$4,000.00	**174.90**	**415.00**	**$2,913.90**	$6,913.90	0.00	$0.00
48	3 ea.	Lavatory Demo	$19.90	3.00	$59.70	3.00	$59.70	**0.00**	**3.00**	**$0.00**	$59.70	0.00	$0.00
49	3 ea.	Sink Demo	$24.88	3.00	$74.64	3.00	$74.64	**0.00**	**3.00**	**$0.00**	$74.64	0.00	$0.00
50	3 ea.	Shower Demo	$59.71	3.00	$179.13	3.00	$179.13	**0.00**	**3.00**	**$0.00**	$179.13	0.00	$0.00
51	4 ea.	Washstation Install, Labor Only	$400.00	4.00	$1,600.00	4.00	$1,600.00	**0.00**	**4.00**	**$0.00**	$1,600.00	0.00	$0.00
52	400 ea.	Pipe Insulation	$10.07	400.00	$4,028.00	400.00	$4,028.00	**0.00**	**400.00**	**$0.00**	$4,028.00	0.00	$0.00
53	1 ea.	Cooler Install, Labor Only	$8,500.00	1.00	$8,500.00	1.00	$8,500.00	**0.00**	**1.00**	**$0.00**	$8,500.00	0.00	$0.00
54	200 lf.	1/2 Diameter Copper Pipe	$6.57	200.00	$1,314.00	200.00	$1,314.00	**0.00**	**200.00**	**$0.00**	$1,314.00	0.00	$0.00
55	200 lf.	1-1/4" Copper Pipe	$16.28	200.00	$3,256.00	200.00	$3,256.00	**0.00**	**200.00**	**$0.00**	$3,256.00	0.00	$0.00
56	10 ea.	Lavatory, Wall Hung	$290.33	10.00	$2,903.30	10.00	$2,903.30	**0.00**	**10.00**	**$0.00**	$2,903.30	0.00	$0.00
57	3 ea.	Urinal, Wall Hung	$538.49	3.00	$1,615.47	3.00	$1,615.47	**0.00**	**3.00**	**$0.00**	$1,615.47	0.00	$0.00
58	170 lf.	HVAC Selective Demo	$2.63	170.00	$447.10	170.00	$447.10	**0.00**	**170.00**	**$0.00**	$447.10	0.00	$0.00
59	57 ea.	Diffuser Demo	$6.53	57.00	$372.21	57.00	$372.21	**0.00**	**57.00**	**$0.00**	$372.21	0.00	$0.00
60	2 ea.	Roof Top A/C	$1,873.78	2.00	$3,747.56	2.00	$3,747.56	**0.00**	**2.00**	**$0.00**	$3,747.56	0.00	$0.00
61	180 lf.	Insulation, Ductwork	$1.25	180.00	$225.00	180.00	$225.00	**0.00**	**180.00**	**$0.00**	$225.00	0.00	$0.00
62	180 lf.	Insulation, Ductwork	$1.37	180.00	$246.60	180.00	$246.60	**0.00**	**180.00**	**$0.00**	$246.60	0.00	$0.00

63	180 lb.	Metal Ductwork	$11.26	180.00	$2,026.80	180.00	$2,026.80	**0.00**	**180.00**	**$0.00**	$2,026.80	0.00	$0.00
64	180 ea.	Metal Ductwork, Spiral Preformed	$45.57	180.00	$8,202.60	180.00	$8,202.60	**0.00**	**180.00**	**$0.00**	$8,202.60	0.00	$0.00
65	4 ea.	Fans, Roof Mounted	$1,313.24	4.00	$5,252.96	4.00	$5,252.96	**0.00**	**4.00**	**$0.00**	$5,252.96	0.00	$0.00
66	2 ea.	Vent Chimney	$139.29	2.00	$278.58	2.00	$278.58	**0.00**	**2.00**	**$0.00**	$278.58	0.00	$0.00
67	1 ea.	Condensor, 5 ton	$2,205.68	1.00	$2,205.68	1.00	$2,205.68	**0.00**	**1.00**	**$0.00**	$2,205.68	0.00	$0.00
68	1 ea.	Condensor, 16 ton	$4,901.18	1.00	$4,901.18	1.00	$4,901.18	**0.00**	**1.00**	**$0.00**	$4,901.18	0.00	$0.00
69	1 ea.	Evaporative Cooler	$560.39	1.00	$560.39	1.00	$560.39	**0.00**	**1.00**	**$0.00**	$560.39	0.00	$0.00
70	1 ea.	Evaporative Cooler, 6090 CFM	$1,749.38	1.00	$1,749.38	1.00	$1,749.38	**0.00**	**1.00**	**$0.00**	$1,749.38	0.00	$0.00
71	1 ea.	Self Contained, Single Packaged AC	$9,013.95	1.00	$9,013.95	1.00	$9,013.95	**0.00**	**1.00**	**$0.00**	$9,013.95	0.00	$0.00
72	3 ea.	Self Contained, Single Packaged AC, 5 ton	$9,013.95	3.00	$27,041.85	3.00	$27,041.85	**0.00**	**3.00**	**$0.00**	$27,041.85	0.00	$0.00
73	50 ea.	Switches,	$127.05	50.00	$6,352.50	50.00	$6,352.50	**0.00**	**50.00**	**$0.00**	$6,352.50	0.00	$0.00
74	50 ea.	Metal Halide Fixtures	$30.13	50.00	$1,506.50	50.00	$1,506.50	**0.00**	**50.00**	**$0.00**	$1,506.50	0.00	$0.00
75	50 ea.	Flourescent Fixture Demo	$26.68	50.00	$1,334.00	50.00	$1,334.00	**0.00**	**50.00**	**$0.00**	$1,334.00	0.00	$0.00
76	2000 ea.	Cope Wire	$31.97	2,000.00	$63,940.00	2,000.00	$63,940.00	**0.00**	**2,000.00**	**$0.00**	$63,940.00	0.00	$0.00
77	100 lf.	EMT, 1-1/2" Dia.	$6.18	100.00	$618.00	100.00	$618.00	**0.00**	**100.00**	**$0.00**	$618.00	0.00	$0.00
78	50 lf.	EMT, 2" Dia.	$7.59	50.00	$379.50	50.00	$379.50	**0.00**	**50.00**	**$0.00**	$379.50	0.00	$0.00
79	50 lf.	EMT, 3" Dia.	$18.20	50.00	$910.00	50.00	$910.00	**0.00**	**50.00**	**$0.00**	$910.00	0.00	$0.00
80	20 ea.	Kitchen Light Fixtures	$190.32	20.00	$3,806.40	20.00	$3,806.40	**0.00**	**20.00**	**$0.00**	$3,806.40	0.00	$0.00
81	10 ea.	Outdoor Wall Mounted Fixture	$270.31	10.00	$2,703.10	10.00	$2,703.10	**0.00**	**10.00**	**$0.00**	$2,703.10	0.00	$0.00
82	60 ea.	Int. Flourescent Fixture	$420.40	60.00	$25,224.00	60.00	$25,224.00	**0.00**	**60.00**	**$0.00**	$25,224.00	0.00	$0.00
83	1 ea.	EMT for Video Camera	$6,504.90	1.00	$6,504.90	1.00	$6,504.90	**0.00**	**1.00**	**$0.00**	$6,504.90	0.00	$0.00
84	1 ea.	EMT for Video Survellance Monitors	$7,872.86	1.00	$7,872.86	1.00	$7,872.86	**0.00**	**1.00**	**$0.00**	$7,872.86	0.00	$0.00
85	1 ea.	Utiltiy Septic Tank	$6,811.70	1.00	$6,811.70	1.00	$6,811.70	**0.00**	**1.00**	**$0.00**	$6,811.70	0.00	$0.00
86	1 ea.	Coefficient Cost Adjusted	-$114,892.91	1.00	-$114,892.91	0.87	-$106,017.34	**0.0772508068600578**	**0.9466419302983970**	**-$8,875.57**	-$114,892.91	0.05	$0.00
87	1 ea.	Permits	$4,200.00	1.00	$4,200.00	0.30	$1,269.50	**0.70**	**1.00**	**$2,930.50**	$4,200.00	0.00	$0.00
88	1 ea.	Architect/Engineer	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	**0.00**	**1.00**	**$0.00**	$3,500.00	0.00	$0.00
89	1 ea.	Bond	$12,451.43	1.00	$12,451.43	0.86	$10,687.00	**0.14**	**1.00**	**$1,764.43**	$12,451.43	0.00	$0.00
90	1 ea.	CO #1	$81,736.17	1.00	$81,736.17	1.00	$81,736.17	**0.0000000**	**1.00**	**$0.00**	$81,736.17	0.00	$0.00
91	1 ea.	ADA Bathroom Modifications	$33,622.19	1.00	$33,622.19	0.48	$16,000.00	**0.5241238**	**1.00**	**$17,622.19**	$33,622.19	0.00	$0.00
		Totals:	**$102,414.34**	**101,018.00**	**$542,857.38**	**99,166.60**	**512,349.58**	**1,851.34**	**101,017.94**	**30,507.80**	**$542,857.38**	**$0.06**	**$0.00**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$30,507.80**
Retainage Held @ 5%:	**$1,525.38**
Total Ivoiced This Period:	**$28,982.42**

Amount Previously Billed:	**$512,349.58**	**Retainage Previousley Held:**	**$25,617.48**
Total Billed:	**$542,857.38**	**Total Retainage Held:**	**$27,142.87**

AI-42176 **Purchasing Department** **12. R.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted For: Comm. Joe Flores, Pct. #3 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 Precinct 3- "Garbage Collection at los Ebanos Pavilion" -RFB No.: 2014-019 -01-15-SGS0-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 on : February 11, 2014
2. Contract will commence upon approval of Commissioner's Court.
3. Proposed schedule of events:
   1st advertisement: December 28, 2013
   2nd advertisement: January 04, 2014
   Bid Opening: January 15, 2014

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-123-008-0-421

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

BUDGETARY IMPACT:

Pct 3 - 2014 Adopted budget $1,308.01
On an as needed basis

Attachments

Memo, Specs & legal

1

2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 02:52 PM
Budget & Management	Debbie Tamez	12/13/2013 03:16 PM
Sylvia Solis	Obdett Calzada	12/16/2013 09:02 AM
Manuel Chapa	Manuel Chapa	12/16/2013 09:44 AM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Sandy Suarez Started On: 12/09/2013 04:27 PM

Final Approval Date: 12/17/2013

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: **Joe M. Flores Commissioner**
Hidalgo County Precinct No. 3

Attn: Sergio H. Saenz, Park Director/ Norma Ceballos

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

Date: **December 9, 2013**

Re: **RFB No.: 2014-019-00-00-SGS - HIDALGO COUNTY PRECINCT NO. 3-"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**

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.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 3-1100-452-00-123-008-0-421

J Flores (sign)	Joe M Flores	Pct #3	12/10/13
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 As soon as possible in order to place on the next proposed Commissioner's Court meeting, December 20, 2013.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY PRECINCT #3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO.: 2014-019-00-00-SGS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "Garbage Collection" from certified, licensed participants. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis".**

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.

1. The department is in need of a one (1) day service per week.
2. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
3. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
4. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
5. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
6. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
7. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
8. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
9. No household trash will be included. Tickets must be specially marked by disaster name.
10. Bidder should designate which categories of waste your firm can transport or accept for waste storage.

DRAFT

11. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

12. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

13. Cost for land filling will be on a per **"ton"** basis as listed on Bid page form. (Exhibit "B").

14. Bidder must provide proposed collection schedule.

15. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) one (1) year terms, under the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) 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 tight 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 of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

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7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

12.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

15.) Shipping and freight costs are to be net F.O.B. destination.

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MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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

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extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 14, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 16, 2013 by 5:00 P.M.

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Bid No: 2014-019-01-15	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JANUARY 15, 2014

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

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**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-2014-019-01-15-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** 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, JANUARY 15, 2014.**

   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. 2014-019-01-15-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".**

   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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
Elva Borrego
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JANUARY 15, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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 PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2014-015-01-15-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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-14-019-00-00

THIS CONTRACT is made and entered into this ___ day of _____**, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a _____. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (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 a copy of the Company; response to the RFB atthed hereto Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with 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. 3**. 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

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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 _____ and ending_____ and may be extended at the sole discretion of County for an additional two (2) 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.

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7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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WITNESS our hands in duplicate originals this_____ day of _____, 2013.

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 L.L.P.

By:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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RE: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -“GARBAGE COLLECTION AT LOS EBANOS PAVILION”

From : Steve Crain <scrain@atlashall.com> Wed, Dec 18, 2013 02:39 PM

Subject : RE: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -“GARBAGE COLLECTION AT LOS EBANOS PAVILION”

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The revised agreement is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, December 18, 2013 2:13 PM
To: Steve Crain
Subject: Re: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -“GARBAGE COLLECTION AT LOS EBANOS PAVILION”

Mr. Crain:
I have corrected and added the "Entire Agreement" clause.

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, December 18, 2013 11:35:18 AM
Subject: RE: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -“GARBAGE COLLECTION AT LOS EBANOS PAVILION”

In numbered paragraph 14 add “County” after the word “by” and add the “Entire Agreement” clause.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, December 18, 2013 11:02 AM
To: Steve Crain
Subject: Fwd: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -“GARBAGE COLLECTION AT LOS EBANOS PAVILION”

Attached is the draft agreement with the corrections. 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: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, December 16, 2013 11:44:37 AM
Subject: FW: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Good Morning Rocio:

Please see the attached pdf doc pages 1 & 4 with Mr. Crain's proposed changes.
Please call our office if you have questions.

Thanks
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, December 16, 2013 10:23 AM
To: Steve Crain
Subject: Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Mr. Crain:

Can you please review and approve as to form the draft service agreement.

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, December 10, 2013 10:38:33 AM
Subject: Urgent! - Draft request- Bid No: 2014-019-01-15-SGS -Pct 3 -"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Good Morning,

Please let this serve as a formal request for a Draft agreement for the above referenced project.
Attached you will find the Memo of Approval & the Specifications. Need to place on the Agenda for Dec. 20th.

Your prompt attention to this is greatly appreciated.
--
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

AI-42082 **Purchasing Department 12. S.**

CC CONSENT

Meeting Date: 12/20/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Add/delete Fuel Card Users/Drivers:

1. Hidalgo County Health and Human Services - Add Driver
2. District Attorney's Office - Fuel Card
3. Tax Office - Fuel Card

BACKGROUND

Attachments

Health and Human
district Attorney
Tax office

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	12/06/2013 02:28 PM
Budget & Management	Debbie Tamez	12/06/2013 02:55 PM
Auditor's Office	Monica Badillo	12/17/2013 09:12 AM

Form Started By: Nielda Cavazos Started On: 12/04/2013 02:55 PM

Final Approval Date: 12/17/2013

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** X **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Health & Human Services
Billing Address:	1304 S. 25th Ave, Edinbug, TX 78542
Fuel Card Manager:	Eduardo Olivarez
	This person can not have use of the fuel card
Phone Number:	(956)383-6221
Web user Name:	**Password:**
Hidalgo Co Acct Number:	3-1100-441-00-340-001-0-626
Requested By:	Eduardo Olivarez
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. # 21082

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**
Cecilia Salinas	10191982	ID# 200263		

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:	District Attorney
Billing Address:	100 N Closner Blvd, 3rd Fl, Edinburg, TX 78539
Fuel Card Manager:	Roy Cazares
	This person can not have use of the fuel card
Phone Number:	**956-318-2300** **County Email:** roy.cazares@da.co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	3-1222-412-00-080-006-0-626
Requested By:	
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 42082

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**
115-9812	2014 FORD E-150	1FTNE1EW5EDA14289	60085	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☐ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: Tax Office
Billing Address: 2804 S. Bus Hwy 281 Edinburg, Texas
Fuel Card Manager: Mary Garcia - Jackson
This person can not have use of the fuel card
Phone Number: 289-7472 **County Email:** maria.garcia@hidalgocountytx.gov
Web user Name: **Password:**
Hidalgo Co Acct Number: 3-1100-415-15-140-001-0-626
Requested By: Pablo (Paul) Villarreal Jr.
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: 4/2082
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/Unit No (Assigned by Purchasing)	Description (Make/Model/Color)	VIN Number	Plate Number
CVZ 9882	2014 Ford F150-Silver	1FEX1CM2EFA32586 Asset#(60170)	

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.

Driver Name	DOB	Driver License No	Driver License Expiration Date	Driver License State

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required