

HERRERA & HUNT, INC.  
 PO BOX 49  
 ALAMO, TX 78516  
 JOB ORDER CONTRACTING SPECIALISTS

Choice Partners Contract. #: 09/040JC-07

PAYMENT APPLICATION: FINAL

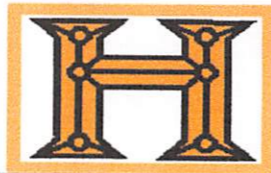
CLIENT: Hidalgo County 1/22/2014  
DEPARTMENT: Commissioner H. Palacios - Pct. 2 PO #: 696597  
ADDRESS: Lopezville Ballpark, San Juan, TX  
PROJECT NAME: Lopezville Ballpark Restrooms Facility  
PROJECT ADDRESS: Lopezville, San Juan, TX

ORIGINAL CONTRACT AMOUNT:		\$	19,261.37
ADJUSTMENTS +/-:			
Adjustments per actual project costs	+/-	\$	-2,218.24
	+/-	\$	
ADJUSTED CONTRACT AMOUNT		\$	17,043.13
LESS CONTRACT RETAINAGE: 0 %	-	\$	
AMOUNT ELIGIBLE FOR CONSTRUCTION DISTRIBUTION		\$	17,043.13
WORK COMPLETE TO DATE			
	100%	\$	17,043.13
LESS PREVIOUS PAYMENTS			
		\$0.00	
		\$0.00	
	-	\$	0.00
BALANCE TO DISBURSE		\$	17,043.13

HERRERA & HUNT, INC.

*Dillon Jesus* 1/24/14  
 SIGNATURE DATE

INVOICE RECEIVED BY:  
*Elysha Casas* Jan 17, 14  
 GOODS/SERVICES RECEIVED BY:  
*Hector J. Palacios* Jan 8, 14



HERRERA & HUNT, INC.  
 PO BOX 49  
 ALAMO, TX 78516  
 JOB ORDER CONTRACTING SPECIALISTS

Date: January 16, 2014

**SCHEDULE OF VALUES**

Hidalgo County - Lopezville Restrooms

Payment Application #: 1 - PO#: 696597

**ORIGINAL**

**REVISED**

Item	Description	Quan.	Unit Rate	Total Amount	Item	Description	Quan.	Unit Rate	Actual Total Amount	DIFFERENCE
1	Field personnel, superintendent	0.65	\$3,275.00	\$2,128.75 ✓	1	Field personnel, superintendent, average	0.65	\$ 3,275.00	\$2,128.75	\$0.00
2	Crane crew, daily use, 40-ton	1.25	\$1,586.56	\$1,983.20 ✓	2	Crane crew, daily use for small jobs, 40-ton	1.25	\$ 1,586.56	\$1,983.20	\$0.00
3	Lifting and hoisting equipment rental	1.25	\$996.07	\$1,245.09 ✓	3	Lifting and hoisting equipment rental	1.25	\$ 996.07	\$1,245.09	\$0.00
4	Wire, THW-THWN-THHN, #12	120	\$4.11	\$493.20 ✓	4	Wire, THW-THWN-THHN, #12	120	\$ 4.11	\$493.20	\$0.00
5	Mineral insulated cable terminations	4	\$101.92	\$407.68 ✓	5	Mineral insulated cable terminations, 2	4	\$ 101.92	\$407.68	\$0.00
6	Service entrance cable, alum., 600 V	3	\$595.42	\$1,786.26 ✓	6	Service entrance cable, aluminum, 600 V	3	\$ 595.42	\$1,786.26	\$0.00
7	Wire, copper, stranded, 600 volt, #8, type	3	\$67.03	\$201.09 ✓	7	Wire, copper, stranded, 600 volt, #8	3	\$ 67.03	\$201.09	\$0.00
8	Grounding rod, copper clad, 8' long, 5/8"	3	\$61.20	\$183.60 ✓	8	Grounding rod, copper clad, 8' long, 5/8" dia	2	\$ 61.20	\$122.40	(\$61.20)
9	Rigid gal. steel conduit, 2-1/2" diameter	25	\$22.22	\$555.50 ✓	9	Rigid galvanized steel conduit, 2-1/2" dia	20	\$ 22.22	\$444.40	(\$111.10)
10	PVC conduit, schedule 40, 1" diameter	225	\$4.06	\$913.50 ✓	10	PVC conduit, schedule 40, 1" dia-15' H	225	\$ 4.06	\$913.50	\$0.00
11	Underfloor duct, vertical elbow	1	\$126.01	\$126.01 ✓	11	Underfloor duct, vertical elbow, super duct	1	\$ 126.01	\$126.01	\$0.00
12	Smart metering, three phase, 120/208 v	1	\$676.17	\$676.17 ✓	12	Smart metering, In panel, three phase	0	\$ 676.17	\$0.00	(\$676.17)
13	Lighting devices, photoelect control	1	\$217.87	\$217.87 ✓	13	Lighting devices, photoelectric control	1	\$ 217.87	\$217.87	\$0.00
14	Circuit breakers, bolt-on, 10 k A I.C.	1	\$60.80	\$60.80 ✓	14	Circuit breakers, bolt-on, 10 k A I.C., 2 pole	1	\$ 60.80	\$60.80	\$0.00
15	Circuit breakers, high capacity, 120/240	1	\$477.95	\$477.95 ✓	15	Circuit breakers, plug-in high interrupt cap	1	\$ 477.95	\$477.95	\$0.00
16	Panelboards, 3 phase 4 wire	1	\$1,701.23	\$1,701.23 ✓	16	Panelboards, 3 phase 4 wire, main circuit	0	\$ 1,701.23	\$0.00	(\$1,701.23)
17	Meter socket, single position, 4 terminal, 200	1	\$206.55	\$206.55 ✓	18	Meter socket, single position, 4 terminal	1	\$ 206.55	\$206.55	\$0.00
18	Light poles, aluminum, 2 bracket arms	1	\$279.45	\$279.45 ✓	19	Light poles, aluminum, bracket arms, 2 arm	1	\$ 279.45	\$279.45	\$0.00
19	Light poles, aluminum, 3 bracket arms	1	\$421.27	\$421.27 ✓	20	Light poles, aluminum, bracket arms, 3 arm	1	\$ 421.27	\$421.27	\$0.00
20	Floodlights, 1000 W, metal halide	2	\$707.68	\$1,415.36 ✓	21	Floodlights, exterior, metal halide, 1000 w	2	\$ 707.68	\$1,415.36	\$0.00
21	Floodlights, ext., 1000 W, high pressure	3	\$779.61	\$2,338.83 ✓	22	Floodlights, 1000w, high pressure sodium	3	\$ 779.61	\$2,338.83	\$0.00
22	Excavating, chain trencher, utility trench	215	\$1.65	\$354.75 ✓	23	Excavating, chain trencher, utility trench	215	\$ 1.65	\$354.75	\$0.00
23	Prestressed concrete piles, 40' x14"	60	\$50.48	\$3,028.80 ✓	24	Prestressed concrete piles, octagonal, 40'	60	\$ 50.48	\$3,028.80	\$0.00
24	Fixed end caisson piles, 24" dia.	20	\$46.83	\$936.60 ✓	25	Fixed end caisson piles, open style	20	\$ 46.83	\$936.60	\$0.00
				\$22,139.51 ✓					\$19,589.81	-\$2,549.70
	H&H Coefficient	1	\$19,261.37	\$19,261.37		H&H Coefficient	1	\$17,043.13	\$17,043.13	(\$2,218.24)
	Bond Cost	0	\$0.00	\$0.00		Bond Cost	0	\$0.00	\$0.00	\$0.00
				\$19,261.37					\$17,043.13	

Items adjusted to actual/not required & credited

DATE: 10/10/54

JOHN WALTER MARRAS  
SEA NO. 101  
0129, 10/10/54



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NO.	DESCRIPTION	AMOUNT	DATE	INITIALS	REMARKS
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OCT 10 1954  
FBI - NEW YORK



Hidalgo County

Edinburg, Texas, 78542

Date: 16-Jan-14

HC-Restroom Facilities  
Year 2013 Quarter 2  
Unit Summary Report

Prepared By:  
Gilbert Herrera  
Herrera and Hunt Inc

Division Description		Total
Division 01	General Requirements	\$5,357.04
Division 26	Electrical	\$12,462.32
Division 31	Earthwork	\$4,320.15
Subtotal		\$22,139.51
General Contractor's Markup on Subs	0.00%	\$0.00
Subtotal		\$22,139.51
General Conditions	0.00%	\$0.00
Subtotal		\$22,139.51
General Contractor's Overhead and Profit	0.00%	\$0.00
Grand Total		\$22,139.51



Hidalgo County

Edinburg, Texas, 78542

Date: 16-Jan-14

HC-Restroom Facilities  
Year 2013 Quarter 2  
Unit Detail Report

Prepared By:  
Gilbert Herrera  
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
013113200260	Field personnel, superintendent, average	0.65	Week	\$3,275.00	\$2,128.75
015419500300	Crane crew, daily use for small jobs, 40-ton truck-mounted hydraulic crane, portal to portal	1.25	Day	\$1,586.56	\$1,983.20
015433600120	Lifting and hoisting equipment rental; aerial lift truck, 2 pers, 80', Incl. Hourly Oper. Cost.	1.25	Day	\$996.07	\$1,245.09
<b>Division 01 General Requirements Subtotal</b>					<b>\$5,357.04</b>
<b>Division 26 Electrical</b>					
260505101840	Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 15' high	120.00	C.L.F.	\$4.11	\$493.20
260519506200	Mineral insulated cable terminations, 2 conductor, 600 volt, #4	4.00	Ea.	\$101.92	\$407.68
260519555500	Service entrance cable, aluminum, 600 V, 2 conductor, 1/0 + 1/0 neutral, type SEU	3.00	C.L.F.	\$595.42	\$1,786.26
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	3.00	C.L.F.	\$67.03	\$201.09
260526800040	Grounding rod, copper clad, 8' long, 5/8" diameter	3.00	Ea.	\$61.20	\$183.60
260533131900	Rigid galvanized steel conduit, 2-1/2" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	25.00	L.F.	\$22.22	\$555.50
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	225.00	L.F.	\$4.06	\$913.50
260543203000	Underfloor duct, vertical elbow, super duct	1.00	Ea.	\$126.01	\$126.01
260913301120	Smart metering, In panel, three phase, 120/208 volt, 200 amp	1.00	Ea.	\$676.17	\$676.17
260923100350	Lighting devices, photoelectric control, D.P.S.T., 120 V	1.00	Ea.	\$217.87	\$217.87
262416200400	Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 15 to 50 amp	1.00	Ea.	\$60.80	\$60.80
262416202150	Circuit breakers, plug-in high interrupting capacity, 2 pole, 120/240 V, 125 amp	1.00	Ea.	\$477.95	\$477.95
262416302050	Panelboards, 3 phase 4 wire, main circuit breaker, 120/208 V, 100 amp, 24 circuits, NQOD, incl 20 A 1 pole plug-in breakers	1.00	Ea.	\$1,701.23	\$1,701.23
262513203320	Bus duct, tap box, nonfusible	0.00	Ea.	\$106.81	\$0.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
262713100300	Meter socket, single position, 4 terminal, 200 A	1.00	Ea.	\$206.55	\$206.55 ✓
265613104000	Light poles, aluminum, bracket arms, 2 arm, excl concrete bases	1.00	Ea.	\$279.45	\$279.45 ✓
265613104200	Light poles, aluminum, bracket arms, 3 arm, excl concrete bases	1.00	Ea.	\$421.27	\$421.27 ✓
265636202200	Floodlights, exterior, metal halide, 1000 watt, incl ballast and lamp, excl pole	2.00	Ea.	\$707.68	\$1,415.36 ✓
265636202600	Floodlights, exterior, high pressure sodium, 1000 watt, incl ballast and lamp, excl pole	3.00	Ea.	\$779.61	\$2,338.83 ✓
<b>Division 26 Electrical Subtotal</b>					<b>\$12,462.32</b>
<b>Division 31 Earthwork</b>					
312316141400	Excavating, chain trencher, utility trench, common earth, 6" wide, 24" deep, backfill by hand, includes compaction, add	215.00	L.F.	\$1.65	\$354.75 ✓
316213233500	Prestressed concrete piles, octagonal, 40' long, 14" thick, priced using 200 piles, excludes pile caps or mobilization	60.00	V.L.F.	\$50.48	\$3,028.80 ✓
316326130200	Fixed end caisson piles, open style in stable ground, to 50' deep, 24" diameter, 0.116 C.Y./L.F., machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or ground water	20.00	V.L.F.	\$46.83	\$936.60 ✓
<b>Division 31 Earthwork Subtotal</b>					<b>\$4,320.15</b>
<b>Subtotal</b>					<b>\$22,139.51</b>
<b>General Contractor's Markup on Subs</b>			<b>0.00%</b>		<b>\$0.00</b>
<b>Subtotal</b>					<b>\$22,139.51</b>
<b>General Conditions</b>			<b>0.00%</b>		<b>\$0.00</b>
<b>Subtotal</b>					<b>\$22,139.51</b>
<b>General Contractor's Overhead and Profit</b>			<b>0.00%</b>		<b>\$0.00</b>
<b>Grand Total</b>					<b>\$22,139.51</b>



Pct. #2 RR Facility in Lopezville Park

Cost Estimate Report  
RSMeansOnline




Lopezville, TX  
Date: 16-Jan-14

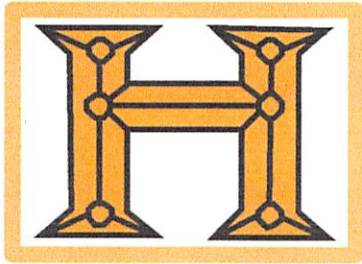
**REVIEWED**  
By Oscar Garza at 3:08 pm, Jan 16, 2014

Lopezville RR Facility Electrical Project  
Year 2013 Quarter 2  
Unit Detail Report

Prepared By:  
Purchasing Department  
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
013113200260	Field personnel, superintendent, average	0.65	Week	\$3,275.00	\$2,128.75 ✓
015419500300	Crane crew, daily use for small jobs, 40-ton truck-mounted hydraulic crane, portal to portal	1.25	Day	\$1,586.56	\$1,983.20 ✓
015433600120	Lifting and hoisting equipment rental; aerial lift truck, 2 pers, 80', Incl. Hourly Oper. Cost.	1.25	Day	\$996.07	\$1,245.09 ✓
<b>Division 01 General Requirements Subtotal</b>					<b>\$5,357.04</b>
<b>Division 26 Electrical</b>					
260505101840	Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 15' high	120.00	C.L.F.	\$4.11	\$493.20 ✓
260519506200	Mineral insulated cable terminations, 2 conductor, 600 volt, #4	4.00	Ea.	\$101.92	\$407.68 ✓
260519555500	Service entrance cable, aluminum, 600 V, 2 conductor, 1/0 + 1/0 neutral, type SEU	3.00	C.L.F.	\$595.42	\$1,786.26 ✓
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	3.00	C.L.F.	\$67.03	\$201.09 ✓
260526800040	Grounding rod, copper clad, 8' long, 5/8" diameter	3.00	Ea.	\$61.20	\$183.60 ✓
260533131900	Rigid galvanized steel conduit, 2-1/2" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	25.00	L.F.	\$22.22	\$555.50 ✓
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	225.00	L.F.	\$4.06	\$913.50 ✓
260543203000	Underfloor duct, vertical elbow, super duct	1.00	Ea.	\$126.01	\$126.01 ✓
260913301120	Smart metering, In panel, three phase, 120/208 volt, 200 amp	1.00	Ea.	\$676.17	\$676.17 ✓
260923100350	Lighting devices, photoelectric control, D.P.S.T., 120 V	1.00	Ea.	\$217.87	\$217.87 ✓
262416200400	Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 15 to 50 amp	1.00	Ea.	\$60.80	\$60.80 ✓
262416202150	Circuit breakers, plug-in high interrupting capacity, 2 pole, 120/240 V, 125 amp	1.00	Ea.	\$477.95	\$477.95 ✓
262416302050	Panelboards, 3 phase 4 wire, main circuit breaker, 120/208 V, 100 amp, 24 circuits, NQOD, incl 20 A 1 pole plug-in breakers	1.00	Ea.	\$1,701.23	\$1,701.23 ✓
262713100300	Meter socket, single position, 4 terminal, 200 A	1.00	Ea.	\$206.55	\$206.55 ✓

LineNumber				Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P	
265613104000			<input type="checkbox"/>	Light poles, aluminum, bracket arms, 2 arm, excl concrete bases	1.00	Ea.	\$279.45	\$279.45	✓
265613104200			<input type="checkbox"/>	Light poles, aluminum, bracket arms, 3 arm, excl concrete bases	1.00	Ea.	\$421.27	\$421.27	✓
265636202200			<input type="checkbox"/>	Floodlights, exterior, metal halide, 1000 watt, incl ballast and lamp, excl pole	2.00	Ea.	\$707.68	\$1,415.36	✓
265636202600			<input type="checkbox"/>	Floodlights, exterior, high pressure sodium, 1000 watt, incl ballast and lamp, excl pole	3.00	Ea.	\$779.61	\$2,338.83	✓
<b>Division 26 Electrical Subtotal</b>								<b>\$12,462.32</b>	
<b>Division 31 Earthwork</b>									
312316141400			<input type="checkbox"/>	Excavating, chain trencher, utility trench, common earth, 6" wide, 24" deep, backfill by hand, includes compaction, add	215.00	L.F.	\$1.65	\$354.75	✓
316213233500			<input type="checkbox"/>	Prestressed concrete piles, octagonal, 40' long, 14" thick, priced using 200 piles, excludes pile caps or mobilization	60.00	V.L.F.	\$50.48	\$3,028.80	✓
316326130200			<input type="checkbox"/>	Fixed end caisson piles, open style in stable ground, to 50' deep, 24" diameter, 0.116 C.Y./L.F., machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or ground water	20.00	V.L.F.	\$46.83	\$936.60	✓
<b>Division 31 Earthwork Subtotal</b>								<b>\$4,320.15</b>	
<b>Subtotal</b>								<b>\$22,139.51</b>	
<b>General Contractor's Markup on Subs</b>						<b>0.00%</b>		<b>\$0.00</b>	
<b>Subtotal</b>								<b>\$22,139.51</b>	
<b>General Conditions</b>						<b>0.00%</b>		<b>\$0.00</b>	
<b>Subtotal</b>								<b>\$22,139.51</b>	
<b>General Contractor's Overhead and Profit</b>						<b>0.00%</b>		<b>\$0.00</b>	
<b>Grand Total</b>								<b>\$22,139.51</b>	



**HERRERA & HUNT, INC.**  
P O B O X 4 9  
ALAMO, TX 78516  
JOB ORDER CONTRACTING SPECIALISTS

## **CONSTRUCTION SAFETY MANAGEMENT PLAN**

The federal Occupational Safety and Health Act (OSHA) sets a national minimum standard for safety, but allows local jurisdictions to adopt standards which are at least as stringent. Under common law, as an employer, you are obligated to provide your employees with a safe place to work.

Our Construction Safety Management Plan (OSHA Safety Plan) describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. The written safety plan is your blueprint for keeping workers safe. Many organizations compile their activity-specific safety plans into a single safety manual

A well structured plan will result in reduced injury-related costs; these savings when properly administered will exceed the cost of implementing a safety and health program in the workplace.

The plan provides a focus for managing and coordinating safety and health on the site. The amount of detail should depend on the nature and extent of the project and on the contract arrangements for the construction work. The plan must be specific and relevant to the particular project.

Plans identify hazards associated with the work on the site.

## **1 Construction Safety Plan Elements**

### ***1.1 Works Description***

The scope of work includes as a minimum, the following details:

- Summary of major activities/works to be performed, including demolition and site clearance.
- List of tasks or specialist procedures that may require detailed safety and health work procedures and training.
- List areas of contract requiring special consideration from a safety and health perspective eg: presence of public, traffic management, work restrictions (work-times, confined spaces) and exposure to hazards (noise, dust, elevated heights)

### ***1.2 Project Management Structure and Statement of Responsibilities***

The following information is included:

- Emergency contact persons and numbers;
- Position and/or name of Coordinator;

**The statement of responsibilities defines who will be responsible for:**

- **identifying hazards and assessing the risks associated with the work, and documenting the risk control measures to be taken**
- **managing compliance, workplace injury management and workers compensation legislation, regulations, standards and codes, Safe Work Method Statements and the Site Safety Rules**
- **assessing and monitoring the capability of your service providers in the supply chain, and verifying that they meet requirements.**
- **making sure that the Site Safety Rules are available and provided to people who work on at the work site**
- **managing communication and consultation provisions in accordance with the regulatory and other requirements**
- **conducting site-specific induction, specific work activity safety training and refresher training**
- **managing workplace injury management processes to suit procedures**
- **maintaining first aid stocks and providing first aid**
- **managing illness/injury and emergency processes to suit procedures**
- **keeping records**

### ***1.3 Induction and Safety Training***

**Herrera & Hunt, Inc. requires all employers to ensure that their employees have the skills and training required to carry out their work in a safe manner. Principal Contractors are required to document their safety training program ensuring that they have appropriately skilled employees, suitable training programs and adequate supervision for the contract works.**

**The Plan defines:**

- **training needs of management, supervisors and other personnel for the contract**
- **conduct specific work activity and work site safety training, and refresher training for everyone working on the work site**
- **make sure that all personnel attend adequate site-specific induction, work activity and refresher safety training**
- **make sure personnel attend consultation training**
- **keep appropriate records of training**

### ***1.4 Incident Management***

**All incidents associated with the contract involving personal injury, medical treatment or property damage should be recorded, investigated and reported to your client and in some cases may be required to report to the Office of the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.**

**The Plan must define:**

- **who will be available (both during and outside normal working hours) to prevent, prepare for, respond to and recover from illness/injury and incidents**
- **your procedures for contacting these people, and any changes to these nominations and procedures, as they are kept up to date, are communicated and displayed promptly on the work site**
- **keeping appropriate records**
- **details of how notifiable incidents shall be notified to Office of the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.**

## **1.5 Site Safety Rules**

Site Safety Rules must be prepared, implemented and displayed on notice boards and other suitable locations on the work site, and be provided to all personnel on, and visitors to, the work site.

Site Safety Rules cover and include the following:

### ***Induction and safety training***

- Before starting work on site, all personnel must attend adequate site-specific training and induction training for the particular work activity being undertaken
- All personnel on the work site must attend appropriate refresher training and be involved in regular discussion of work site SH matters
- All visitors when on the work site must be accompanied by a person who has received the above training

### ***Personal protective equipment***

- All personnel and visitors must wear appropriate personal protective equipment (PPE) when on the work site

### ***Site access and security***

- All entry to, movement on, passage adjacent to, and exit from the work site of persons, vehicles and equipment will be controlled in accordance with required procedures

### ***Illness/injury and emergency procedures***

- All first aid facilities and illness/injury and emergency procedures will be clearly identified and used, including reporting illness/injury and incidents

### ***Protection of all workers and the public***

- Effective barricades, fencing and overhead protection will be used where applicable

### ***Elevated work***

- All work at heights will be done in accordance with the relevant legislation, regulations, standards, codes and procedures
- Electrical work, overhead wiring, installations and equipment
- All electrical work, plant and equipment must comply with electrical safety legislation, regulations, standards, codes and procedures, including inspection and tagging of leads and power tools
- The presence and location of all electrical cables will be identified before commencing adjacent work

### ***Demolition, excavation, scaffolding, formwork and other structural frames***

- All demolition, excavation, scaffolding, formwork, and work with other structural frames will be done in accordance with the relevant legislation, regulations, standards, codes and procedures

### ***Hazardous materials and dangerous goods***

- A register of hazardous substances must be kept and maintained for all hazardous substances brought onto the work site
- All hazardous substances and dangerous goods must be used, handled and stored in accordance with requirements

### ***Safe working***

- All requirements identified will be followed, including fire prevention and housekeeping procedures.
- The consumption of alcohol and illegal drugs is prohibited on the work site.

## **1.6 Safe Work Method Statement**

All work activities assessed as having high risks require the preparation and implementation of Safe Work Method Statements. When preparing such statements, it is important to consult with and involve the personnel who will be doing the work.

**Safe Work Method Statements are:**

**Your Safe Work Method Statements must at least include the following:**

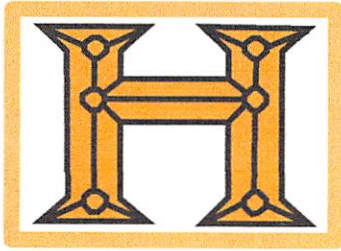
- a description of the work to be undertaken
- the step-by-step sequence of activities and tasks involved in doing the work
- the potential hazards and risks associated with each step of the work
- the safety controls that will be put in place to minimize the risks
- all precautions to be taken to protect safety and health
- all safety and health instructions to be given to persons involved with the work
- identification of the parts of SH, workplace injury management and workers compensation legislation, regulations, codes, standards and procedures applicable to the work, and where these documents are kept
- the names and qualifications of those who will: supervise the work and inspect and approve work area conditions, work methods, protective measures, plant, equipment and power tools for use
- a description of what training is given to people involved with the work
- the names of those who will be, or have been, trained for the work activities described in the
- Statements, and the names and qualifications of the people responsible for training them
- identification of the resources, plant and equipment that is most likely to be used on the work site, such as ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguisher, tools and materials
- details of any work permits and licenses required to complete the work and where they are kept
- details of the inspection and maintenance checks that will be, or have been, carried out on the plant and equipment listed for use.

## **1.7 Site Safety Inspections**

Site safety inspections play an important role in the identification of hazards at the workplace and in the development of control measures. The Site Safety Plan should outline the procedures and methods by which contract workplaces will be inspected on a regular basis.

The following information is provided:

- Details of how site safety inspections will be undertaken during the contract, considering checklists to be used, frequency of inspections, team members and actioning of inspection findings
- Details of hazard reporting procedures for the contract, including hazard report forms.



HERRERA & HUNT, INC.  
P O B O X 4 9  
ALAMO, TX 78516  
JOB ORDER CONTRACTING SPECIALISTS

## Environmental Assessment Plan

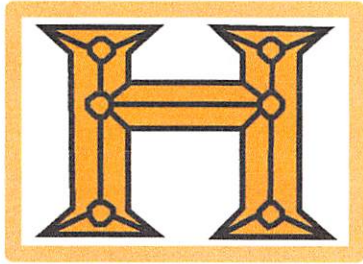
**TITLE OF PROPOSED ACTION:** Hidalgo County, Pct. 2 So. Lopezville Ballpark, San Juan, TX

**AFFECTED JURISDICTION:** San Juan, Texas

**PROPONENT:** Hidalgo County

**ABSTRACT:** This Environmental Assessment (EA) addresses the potential impacts of the proposed installation of electrical repairs and light units in San Juan, Texas. The Proposed Action would result in installation of electrical repairs and light units at the Lopezville Ballpark Restrooms.

Based on the environmental impact of such project it has been determined that implementation of the Proposed Action would not have any impact on the quality of the natural or the human environment. Because no significant environmental impact would result from implementation of the Proposed Action, an environmental impact statement is not required.



HERRERA & HUNT, INC.  
P O B O X 4 9  
ALAMO, TX 78516  
JOB ORDER CONTRACTING SPECIALISTS

## QUALITY CONTROL

### 1 Introduction

---

#### 1.1 Scope

This document defines the quality control and processes Herrera & Hunt, Inc. will observe during Projects.

Herrera & Hunt, Inc. applies quality assurance in delivering services so as to effectively and efficiently satisfy the requirements of the Contract Documents.

#### 1.2 Objectives

Herrera & Hunt, Inc. is committed to delivering Services which meet the requirements of the Contract Documents.

We record and report the results and use this as a basis for continual improvement.

#### 1.3 Purpose

The purposes of Quality Control Plan ("CQP") are to:

- Define processes when delivering Services,
- Provide guidance to subcontractors on obligations under the Contract Documents,
- Define the responsibilities of the Quality Control Representative under the responsibilities and authorities of other positions.
- Set the frequency and responsibilities for management review of this Plan,

#### 1.4 Practice

Quality Control planning is:

- Determining what to do - the processes which lead to the end result required by the Contract Documents,
- Choosing key points to check that each process is effective, defining what to check and how to check then reporting and
- Reviewing the reports and, where appropriate, improving the processes.

## **2 Project Realization**

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### **2.1 Requirements**

The Project requirements are determined by:

- Carrying out inspections in accordance with the Contract Documents to identify any deviations that may affect the overall quality of the end product.

## **3 Introduction and Training**

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Herrera & Hunt, Inc. will ensure that all on site personnel engaged on the project (including subcontractor's personnel) have undergone an appropriate introduction program which ensures they are aware of how the quality system is to be implemented on the project. The program will focus on their specific roles and responsibilities and inspection and test requirements of the Contract Documents.

## **4 Supply of Materials**

---

### **4.1 Materials Supplied**

Herrera & Hunt, Inc. will take delivery and inspect the materials.

Herrera & Hunt, Inc. will keep records of deliveries.

Herrera & Hunt, Inc. will immediately advise the supplier of any shortages, deficiencies or materials unsuitable for use.

Herrera & Hunt, Inc. staff will handle and store materials so that no damage or deterioration will occur and ensure they are under adequate security. Periodically check the condition of materials in storage.

## **5 Inspection and Testing**

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Herrera & Hunt, Inc. will provide written evidence that materials have passed all inspections and tests.

## **6 Subcontractors**

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Herrera & Hunt, Inc.'s standard subcontract documents will be used for subcontracts.

Where subcontractors are required to submit QA documentation, Herrera & Hunt, Inc. will ensure this is listed on the Technical Procedures contents page behind the Contractor's Quality Plan.

## **7 Control of Substandard Services**

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### **7.1 Evaluation**

Herrera & Hunt, Inc. employees are required to minimize substandard Services. However, Herrera & Hunt, Inc. recognizes they may occur from time to time within its own services and those of its subcontractors.

Herrera & Hunt, Inc. is responsible for evaluating substandard Services and deciding whether they are Minor Defects or Non-conformances. This is subject to review by the Architect/Engineer of Record.

## **7.2 Minor Defects and Discrepancies**

Minor defects which are a normal part of Services and which are rectified in the normal course of events need not be documented as nonconformances. Herrera & Hunt, Inc. will keep a minor defects list in a daily log. Each listed defect will be marked-off, initialled and dated after that defect has been satisfactorily rectified.

## **7.3 Nonconformance**

When a non-conformance is detected by Herrera & Hunt, Inc. personnel, it will be notified promptly to the Quality Control Manager who will then notify the Project Manager for action as follows.

- a) Immediately arrange for the nonconforming Service to be suitably identified by labels, flags, markers or other appropriate means to distinguish it from conforming Services or materials. Wherever possible, the nonconforming Services will be physically isolated.
- b) Immediately record the nature of the non-conformance.
- c) Assess whether the process and/or equipment is likely to produce more nonconforming Services and whether further output should be restricted.
- d) Consider the significance of the non-conformance and the progress of the project. Where appropriate, restrict production until an acceptable rectification method for the non-conformance has been resolved.
- e) Immediately determine the appropriate rectification method. This may be by rework, repair, replacement or use-as-is. Record the rectification method.
- f) Where the proposed rectification method involves a change from the RTA Specifications, submit a copy of the proposed rectification to the Architect/Engineer of Record.
- g) Inspect or test the rework, repair or replacement in accordance with the Inspection and Test Plan or as otherwise agreed with the RTA's representative to ensure that the required quality has been achieved. Confirm this on the Nonconformance Report.

0 COUNTY  
NCT NO. 2

6 AM 10 23

330-5566

Gilbert Herrera

- 6 Wage Reports
- 5 Safety, Environmental, Quality Control Plans
- 4 Schedule of Values
- 3 Bond Invoice Copy
- 2 Substantial Completion
- 1 H & H Invoice

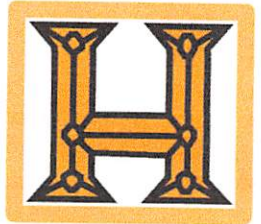
- N/A
- N/A
- ✓
- N/A
- ✓
- Included

PROJECT CLOSE OUT DOCUMENTS

CLIENT: Hidalgo County

PROJECT: Pct 2 - Lopezville Restrooms

PO: 696597



HERRERA & HUNT, INC.  
PO BOX 49  
ALAMO, TX 78516



JOC - 09-040JC-07



# Purchase Order

## COUNTY OF HIDALGO

PO#: 696597

DATE: 08/14/13

Page No 1 Of 3

VENDOR: 347868                      REQ:00241078  
 FAX (956)233-5836              Email:  
 Phone:(956)459-1696  
 HERRERA & HUNT, INC  
 P.O. BOX 49  
 ALAMO TX 78516

BUYER:  
 SHIP TO: HIDALGO CO. PCT 2  
 300 WEST HALL ACRES, SUITE G  
 PHARR TX 78577

Vendor Acct:

CONTACT:  
 SITE: COMMISSIONER, PRECINCT 2  
 Contract No: JOC 09-040JC-07

Special Instructions:

PCT REQ. #0092

**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		
		JOC 09-040JC-07		
		HIDALGO COUNTY PRECINCT 2 PARKS DEPARTMENT		
.65		CO #013113200260 FIELD PERSONNEL, SUPERINTENDENT AVERAGE	3,275.00	2,128.75
1.25	DAY	CO #015419500300 CRANE CREW, DAILY USE FOR SMALL JOBS, 40-TON TRUCK MOUNTED HYDRAULIC CRANE, PORTAL TO PORTAL	1,586.56	1,983.20
1.25	DAY	CO #015433600120 LIFTING AND HOISTING EQUIPMENT RENTAL; AERIAL LIFT TRUCK, 2 PERS, 80', INCL. HOURLY OPER. COST	996.07	1,245.09
120		CO #260505101840 WIRE, THW-THWN-THHN, #12, ELECTRICAL DEMOLITION, REMOVED FROM IN PLACE CONDUIT, TO 15' HIGH	4.11	493.20
4	EACH	CO #260519506200 MINERAL INSULATED CABLE TERMINATIONS, 2 CONDUCTOR, 600 VOLT, #4	101.92	407.68
3		CO #260519555500 SERVICE ENTRANCE CABLE, ALUMINUM, 600 V, 2 CONDUCTOR, 1/0 + 1/0 NEUTRAL, TYPE SEU	595.42	1,786.26
3		CO #260519901300 WIRE, COPPER, STRANDED, 600 VOLT. #8 TYPE THWN-THHN, IN RACEWAY	67.03	201.09
3	EACH	CO #260526800040 GROUNDING ROD, COPPER CLAD, 8' LONG, 5/8" DIAMETER	61.20	183.60
25		CO #260533131900 RIGID GALVANIZED STEEL CONDUIT, 2-1/2" DIAMETER, TO 15' H, INCL 2 TERMINATIONS, 2 ELBOWS, 11 BEAM CLAMPS, AND 11 COUPLINGS PER 100 LF	22.22	555.50
225		CO #260533139120 PVC CONDUIT, SCHEDULE 40, 1" DIAMETER, TO 15' H, INCL TERMINATIONS, FITTINGS & SUPPORT	4.06	913.50
1	EACH	CO #260543203000 UNDERFLOOR DUCT, VERTICAL ELBOW, SUPER DUCT	126.01	126.01
1	EACH	CO #260913301120 SMART METERING, IN PANEL, THREE PHASE, 120/208 VOLT, 200 AMP	676.17	676.17

Authorized by: \_\_\_\_\_

*Martha R. Salazar*

STANDARD PURCHASE ORDER TERMS AND CONDITIONS  
PURCHASING DEPARTMENT  
COUNTY OF HIDALGO, TEXAS

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping by goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a.  **invoicing.** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request, original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. **Payment.** Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. **Gratuities.** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. **Taxes.** Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. **Interpretation - Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. **Prohibition against personal interest and contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. **Miscellaneous.**

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.



# Purchase Order

## COUNTY OF HIDALGO

PO#: 696597

DATE: 08/14/13

Page No 2 Of 3

VENDOR: 347868                      REQ:00241078  
 FAX (956)233-5836              Email:  
 Phone:(956)459-1696  
 HERRERA & HUNT, INC  
 P.O. BOX 49  
 ALAMO TX 78516

BUYER:  
 SHIP TO: HIDALGO CO. PCT 2  
 300 WEST HALL ACRES, SUITE G  
 PHARR TX 78577

Vendor Acct:

CONTACT:  
 SITE: COMMISSIONER, PRECINCT 2  
 Contract No: JOC 09-040JC-07

Special Instructions:

PCT REQ. #0092

**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
1	EACH	CO #260923100350 LIGHTING DEVICES, PHOTOELECTRIC CONTROL, D.P.D.T., 120V	217.87	217.87
1	EACH	CO #262416200400 CIRCUIT BREAKERS, BOLT-ON, 10K A.I.C., 2 POLE, 240 VOLT, 15 TO 50 AMP	60.80	60.80
1	EACH	CO #262416202150 CIRCUIT BREAKERS, PLUG-IN HIGH INTERRUPTING CAPACITY, 2 POLE, 120/240 V, 125 AMP	477.95	477.95
1	EACH	CO #262416302050 PANELBOARDS, 3 PHASE 4 WIRE, MAIN CIRCUIT BREAKER, 120/208 V, 100 AMP, 24 CIRCUITS, NQOD, INCL 20 A 1 POLE PLUG-IN BREAKERS	1,701.23	1,701.23
1	EACH	CO #262713100300 METER SOCKET, SINGLE POSITION, 4 TERMINAL, 200 A	206.55	206.55
1	EACH	CO #265613104000 LIGHT POLES, ALUMINUM, BRACKET ARMS, 2 ARM, EXCEL CONCRETE BASES	279.45	279.45
1	EACH	CO #265613104200 LIGHT POLES, ALUMINUM, BRACKET ARMS, 3 ARM, EXCEL CONCRETE BASES	421.27	421.27
2	EACH	CO #265636202200 FLOODLIGHTS, EXTERIOR, METAL HALIDE, 1000 WATT, INCL BALLAST AND LAMP, EXCEL POLE	707.68	1,415.36
3	EACH	CO #265636202600 FLOODLIGHTS, EXTERIOR, HIGH PRESSURE SODIUM, 1000 WATT, INCL BALLAST AND LAMP, EXCEL POLE	779.61	2,338.83
215		CO #312316141400 EXCAVATING, CHAIN TRENCHER, UTILITY TRENCH, COMMON EARTH, 6" WIDE, 24" DEEP, BACKFILL BY HAND, INCLUDES COMPACTION, ADD	1.65	354.75
60		CO #316213233500 PRESTRESSED CONCRETE PILES, OCTAGONAL, 40' LONG, 14" THICK, PRICED USING 200 PILES, EXCLUDES PILE CAPS OR MOBILIZATION	50.48	3,028.80
20		CO #316326130200 FIXED END CAISSON PILES, OPEN STYLE IN STABLE GROUND, TO 50' DEEP, 24" DIAMETER, 0.116 C.Y./L.F., MACHINE DRILLED INCLUDES EXCAVATION, CONCRETE, 50 LB. REINFORCING/C.Y., EXCLUDES MOBILIZATION, BOULDER REMOVAL, DISPOSAL, CASINGS OR GROUND WATER	46.83	936.60

Authorized by: \_\_\_\_\_

*Martha L. Salazar*



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ea.

**APPROVED**

AI-40051  
CC REGULAR

HIDALGO COUNTY  
PRECINCT NO. 2

Purchasing Department 23. C. 1.

Meeting Date: 08/13/2013 2014 JAN 17 AM 10 28

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of with approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$19,261.37 for the installation of electrical to include, but not limited to, lighting/materials and any other appurtenances as may be needed at the Restroom Facility at Lopezville Baseball Park located in Pct. #2 as reviewed and approved by project engineer, Raul Sesin, PE, Hidalgo County Planning Department-Project #2013-249-OGG.

BACKGROUND

As requested by Pct #2, the RR facility has recently been relocated and needs installation of lighting and draw down service to facility.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Available funds as of 8/8/13.

Attachments

Request form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:54 PM
Budget & Management	Obdett Calzada	08/07/2013 03:58 PM
Glinda Pacheco	Glinda Pacheco	08/08/2013 04:57 PM
Auditor's Office	Monica Badillo	08/09/2013 05:42 PM
Form Started By: Oscar Garza		Started On: 08/06/2013 11:43 AM
	Final Approval Date: 08/09/2013	