CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 11, 2014
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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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. **2014 Intradepartmental transfers:**

A. **AI-43487** 2014 - Public Affairs (1100)

B. **AI-43468** 2014 - Pct. #1 Admin. (1200)

C. **AI-43470** 2014 - Pct. #1 R&B (1200)

D. **AI-43413** 2014 - Pct. #1 Parks (1100)

E. **AI-43479** 2014 - Pct. #4 Sanitation (1100)

F. **AI-43476** 2014 - Pct. #4 Rd. Maint. (1200)

G. **AI-43437** 2014 - Pct. 4 Parks (1100)

H. **AI-43340** 2014 - Jail / Adult Detention Center (1100)

I. **AI-43361** 2014 - Texas A&M AgriLife Extension Service (1100)

J. **AI-43336** 2014 - Health & Human Services Dept. / Medicaid Adm (1293)

K. **AI-43334** 2014 - Hidalgo County Sheriff's Office (1100)

L. **AI-43343** 2014 - County Clerk's Office (1100)

M. **AI-43309** 2014 - Constable Pct. #2 (1100)

N. **AI-43313** 2014 - 449th District Court (1100)

O. **AI-43270** 2014 - Safety Division (1100)

3. **2014 Interdepartmental transfers:**

A. **AI-43467** Pct1 Sanitation (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct1 Sanitation in the amount of $1,505.61 for equipment & vehicle repair & maintenance expenditures.

4. **Interfund transfers:**

A. **AI-43317** CO 2002 (1332)
Approval of 2014 interfund transfer from K-Mart Property (1301) and Pct. 4 New Adm Bldg (1301) to CO 2004 (1332) in the amount of $1,160.15.

B. **AI-43316** CO 2004 (1334)
Approval of 2014 interfund transfer from Horizon Building (1301) and K-Mart Property (1301) to CO 2004 (1334) in the amount of $22,529.69.

C. **AI-43318** CO 2006 (1336)
Approval of 2014 interfund transfer from K-Mart Property (1301) to CO 2006 (1336) in the amount of $9,040.00.

5. **Planning Department:**

A. **AI-43444** 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. **Membership Dues:**

A. **AI-43308** Sheriff's Department:
Requesting approval of 2014 membership dues to the National Sheriff's Association for Sheriff Guadalupe Trevino in the amount of $530.00. (Requisition #252447)

B. **AI-43337** 398TH D.C. (1100):
Approval to pay annual membership dues to the National Association of Women Judges for Judge Aida Salinas Flores, 398th District Court Judge, in the amount of $210.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by county auditor. (Req. # 252679)

7. **Budget & Management:**

A. **AI-43234** 1. Approval of reimbursement in the amount of $858,092.06 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 02/15/14 to 02/28/14.

02/15-21/14	$357,154.46
02/22-28/14	$500,937.60
TOTAL	$858,092.06

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-43268** PRECINCTS 1-2-3-4:
Approval to exercise the County's option to extend the one (1) year renewal as allowed under each contract as follows:

1) **Valley Caliche Products,Inc.-Contract #C-13-011-04-09** for "Type D Hot Mix Asphalt-Gravel" with same rates, terms and conditions; and

2) **Frontera Materials-Contract #C-13-011A-04-09** for "Type D Hot Mix Asphalt-Limestone" with same rates, terms and conditions.

B. **AI-43473** 1. Requesting approval of payment for Invoice # 11324742 in the amount of $94,221.70 submitted by L&G Engineering in connection to C-12-126-10-16 (PO# 700265) for the 10th Street Extension-WA#2 Project.

2. Requesting approval of payment for Invoice # 11324744 in the amount of $12,880.80 submitted by L&G Engineering in connection to C-13-178-08-20 (PO# 696996) for the FM2220 (Ware Rd.) Project.

3. Requesting approval of payment for Invoice # 11324746 in the amount of $12,431.15 submitted by L&G Engineering in connection to C-12-126-10-16 (PO# 688820) for the 10th Street Extension- WA#1 Project.

C. AI-43360 Approval of Request for Payment-Application No. 3 in the amount of $206,251.65 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.

D. AI-43454 Acceptance and approval of Change Order No. 2 for the amount ($5,790.00) credit to project resulting from keeping existing Automatic Transfer Switch in lieu of proposed, lubricating and cleaning existing ATS, relocating existing Generator annunciator panel, installation of new annunciator, clarification on number of days requested on Change Order 1 for it to be of a total of (19) calendar days instead thirteen (13), and addition of seven (7) days for the extension of fire rated raceway for a total number of calendar days for contract completion of 126 days for Contract No. C-13-258-10-15 with Herrera & Hunt, Inc. as reviewed/approved by the engineer of record, Halff Associates, Inc. for: Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment Project" with authority for County Judge, or Court Member to execute document.

E. AI-43438 **HIDTA Task Force:**
Requesting approval & authority to enter into a 24-month commercial alarm monitoring services and execute the required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the following department through the requisition mentioned below, effective upon approval:

Requisition	Location	Conditions Monitored	Monthly	Account Number
252786	3100 S. Closner (Main) Edinburg, TX	Burglar, Panic & Low Battery	$25.00	4-1252-412-00-270-012-0-413
252786	3100 S. Closner (Vault) Edinburg, TX	Burglar, Panic & Low Battery	$25.00	4-1252-412-00-270-012-0-413

F. AI-43433 **Tax Office:**
Requesting authority to purchase the renewal service/maintenance through a purchase order with the company's response as to acceptance of a purchase order, and not an executed agreement, with Pitney Bowes through requisition #252328 for the auto mail opener serial #0027945 at $576.00/year-

effective: 3/1/2014 - 3/28/2015-4-1100-415-15-140-001-0-432.

G. AI-43412 **Planning Department:**
Requesting authority to enter into an annual software support renewal agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor DLT Solutions, Inc. contract DIR-SDD-1697 for the following through requisition #252472 effective: 4/27/2014 – 4/26/2015 (4-1100-419-10-210-001-0-336).

H. AI-43409 Requesting approval of payment for Invoice # M181710 in the amount of $1,535.00 as submitted by Halff in connection to C-13-098-04-16 (PO# 691376) for the San Manuel Linn Beautification Project.

I. AI-43359 Acceptance and approval No. 17-$5,569.12 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131-08-07.

J. AI-43277 **Ac**ceptance and approval of the County Clerk's Department request for the continuation of the renewal agreement for 10 licenses-fees, fines & court costs collections with I-Plow.com, LLC (CC approved 8/22/2011-Consent AI-28109-attached) through requisition #250854 for PO of $9,800.00 ($980.00/each X10 + 3 additional licenses at $300.00/each) for a total of $10,700.00 including the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment in place and thus avoid any work stoppage.

AI-43487 **2014 Intradept. (line item) Transfer 2. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Jaime Longoria Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2014 - Public Affairs (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-110-077-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/7/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/07/2014 11:28 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: SANDRA DELEON Started On: 03/07/2014 11:04 AM

Final Approval Date: 03/07/2014

DATE: March 7, 2014

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office - Public Affairs

ACCOUNT NUMBER: 4-1100-413-00-110-077-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
540	Advertising	432	Equip & Veh R&M Service	80.00
540	Advertising	780	Capital Leases	470.00
			TOTAL	550.00

REASON: Transfer needed for year expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-43468 **2014 Intradept. (line item) Transfer 2. B.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Admin. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/6/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 11:05 AM
Budget & Management	Debbie Tamez	03/06/2014 01:45 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Katia Garcia Started On: 03/06/2014 10:39 AM

Final Approval Date: 03/07/2014

DATE: March 6, 2014

2014
Transfer

AI-43468

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Administration

ACCOUNT NUMBER: 4-1200-431-00-121-004-0-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	679	OTHER R&M SUPPLIES	$308.34
			TOTAL	**$308.34**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-43470 **2014 Intradept. (line item) Transfer 2. C.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/7/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 02:14 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Katia Garcia Started On: 03/06/2014 01:33 PM

Final Approval Date: 03/07/2014

DATE: March 6, 2014

2014
Transfer

AI-43470

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

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

ACCOUNT NUMBER: 4-1200-431-00-121-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHR STRUC R&M SRV	336	COMPUTER SERVICES	$400.00
442	EQUIP & VEHICLE RENTALS	664	OTHER MINOR EQUIPMENT	$400.00
			TOTAL	$800.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-43413 **2014 Intradept. (line item) Transfer 2. D.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-121-013-0-xxx

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

BUDGETARY IMPACT:

Funds available balance as of 3/3/14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/03/2014 03:08 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Katia Garcia Started On: 03/03/2014 01:59 PM

Final Approval Date: 03/07/2014

DATE: March 2, 2014

2014
Transfer

AI-43413

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

ACCOUNT NUMBER: 4-1100-452-00-121-013-0-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
679	OTHER R&M SUPPLIES	748	OTHER EQUIPMENT	$1,795.00
739	OTHER STRUCTURES	425	PEST CONTROL	$1,350.00
			TOTAL	$3,145.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-43479 **2014 Intradept. (line item) Transfer** **2. E.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. #4 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-124-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 03/07/14.

672 --> 339 $6,505.50

Attachments

San LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/07/2014 01:41 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 03/06/2014 04:35 PM

Final Approval Date: 03/07/2014

DATE: March 10, 2014

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Sanitation

ACCOUNT NUMBER: 4-1100-432-00-124-001-0-XXX

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

2014
Intradepartmental Transfer

AI- 43479

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 Sanitation- Equip & Veh R&M Suppl	339	Pct 4 Sanitation- Other Professional Srv	$6,505.50
			TOTAL	**$6,505.50**

REASON:
Transfer needed for Pct 4 Sanitation expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43476 **2014 Intradept. (line item) Transfer 2. F.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. #4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 03/07/14.

--> 442 $800.00
--> 739 $12,000.00
--> 665 $1,445.00
--> 743 $3,109.86
--> 339 $3,000.00

Attachments

Rd. Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/07/2014 02:31 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 03/06/2014 04:12 PM

Final Approval Date: 03/07/2014

DATE: March 10, 2014

DEPARTMENT HEAD: Joseph Palacios

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

ACCOUNT NUMBER: 4-1200-431-00-124-007-0-XXX

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

2014
Intradepartmental Transfer

AI- 43476

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
603	Pct 4 Rd Maint- Education/Instruction Supp	442	Pct 4 Rd Maint- Equip & Vehicle Rentals	$800.00
346	Pct 4 Rd Maint- Hauling & Freight Services	739	Pct 4 Rd Maint- Other Structures	$12,000.00
346	Pct 4 Rd Maint- Hauling & Freight Services	665	Pct 4 Rd Maint- Minor Computer Equipment	$1,445.00
346	Pct 4 Rd Maint- Hauling & Freight Services	743	Pct 4 Rd Maint- Office Furniture & Equip	$3,109.86
346	Pct 4 Rd Maint- Hauling & Freight Services	339	Pct 4 Rd Maint- Other Prof Srv	$3,000.00
			TOTAL	**$20,354.86**

REASON:
Transfer needed for Pct 4 Rd. Maint. expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43437 **2014 Intradept. (line item) Transfer** **2. G.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-124-009-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 03/07/14.

Attachments

Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/07/2014 01:26 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 03/04/2014 03:19 PM

Final Approval Date: 03/07/2014

DATE: March 10, 2014

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 4-1100-452-00-124-009-0-XXX

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

2014
Intradepartmental Transfer

AI- 43437

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Parks- Other	739	Pct4 Parks- Other Structures	$1,500.00
890	Pct4 Parks- Other	334	Pct4 Parks- Arch & Eng Srv	$6,000.00
			TOTAL	$7,500.00

REASON:
Transfer needed for Parks Expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43340 **2014 Intradept. (line item) Transfer 2. H.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Jail / Adult Detention Center (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/4/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/26/2014 12:10 PM
Budget & Management	Debbie Tamez	02/27/2014 04:53 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Virginia Rodriguez Started On: 02/26/2014 11:52 AM

Final Approval Date: 03/07/2014

DATE: 3/10/2014

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 4-1100-423-21-280-002-0-

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
4-1100-423-21-280-002-0-	425-PEST CONTROL	➔	4-1100-423-21-280-002-0-	664-OTHER MINOR EQUIPMENT	$1,250.00

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

AI-43361 **2014 Intradept. (line item) Transfer 2. I.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2014 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-461-00-380-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/5/2014.

Attachments

Transfer Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/27/2014 10:11 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Nora Linda Cruz Started On: 02/26/2014 05:09 PM

Final Approval Date: 03/07/2014

DATE: February 26, 2014

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS A&M AGRILIFE EXTENSION

ACCOUNT NUMBER: 4-1100-461-00-380-001-0-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
442	Rental of Equipment & Vehicles	679	R&M Supplies - Other	52.00
			TOTAL	52.00

REASON: **To properly classify expenditures for materials needed to protect bathroom walls from rusting due to water water splashing on the stall wall everytime hands are washed.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

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

AI-43336 **2014 Intradept. (line item) Transfer 2. J.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Medicaid Adm (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-059-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/26/14. (pending 2013 grant money roll over)

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/26/2014 11:46 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Mike Escaname Started On: 02/26/2014 09:53 AM

Final Approval Date: 03/07/2014

Date: February 26, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-059-0- 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
4-1293-441-00-340-059-0-747	MEDICAID ADMIN-SOFTWARE	4-1293-441-00-340-059-0-664	MEDICAID ADMIN-OTHER MINOR EQUIPMENT	$6,000.00
			Amount	$ 6,000.00

Revenue Account
Amount Requested: $ 6,000.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-43334 **2014 Intradept. (line item) Transfer 2. K.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/26/14.

Attachments

LIT 3-11-14

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/26/2014 10:59 AM
Budget & Management	Debbie Tamez	02/26/2014 11:14 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Myra Montoya Started On: 02/26/2014 09:22 AM

Final Approval Date: 03/07/2014

DATE: 2/24/2014

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 4-1100-421-00-280-001-0-

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
4-1100-421-00-280-001-0-	336- COMPUTER SERVICES	→	4-1100-421-00-280-001-0-	342- INFORMATION AND CREDIT SERVICES	$ 6,095.00
		TOTAL			$6,095.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE OF LEXIS NEXIS SUBSCRIPTION.

Lupe Trevino

DEPARTMENT HEAD SIGNATURE

2/24/14

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

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

AI-43343 **2014 Intradept. (line item) Transfer 2. L.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2014 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/6/14.

Attachments

LIT - CO. CLERKS (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/26/2014 04:18 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Priscilla Torres Started On: 02/26/2014 02:22 PM

Final Approval Date: 03/07/2014

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 2/26/2014

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 4-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
535	CO CLERK - POSTAGE	613	CO.CLERK-SAFETY SUPPLIES	$1,200.00
535	CO CLERK - POSTAGE	431	CO.CLERK-BLDG & OTHER STRUC. R&M	$400.00
535	CO CLERK - POSTAGE	661	CO.CLERK-MINOR OFFICE FURN.& EQUIP.	$3,380.00
			TOTAL	$4,980.00

REASON: To pay for up coming needed expenses required by County Auditor and Fire Marshal.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

AI-43309 **2014 Intradept. (line item) Transfer 2. M.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

2014 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-292-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/24/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/21/2014 05:06 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Roxanne De La Cruz Started On: 02/21/2014 04:30 PM

Final Approval Date: 03/07/2014

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 21, 2014

DEPARTMENT HEAD: MARTIN "MARTY" CANTU

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 4-1100-421-00-292-001-0-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
672	EQ & VEH R&M SUPPLIES	855	Late Fees, Penalties & Fin.	$20.00
			TOTAL	**$ 20.00**

REASON: Transferring money to pay late fee for the cable.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

01/27/2014
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-43313 **2014 Intradept. (line item) Transfer** **2. N.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2014 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-011-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/26/14.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/24/2014 04:01 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Eric Pacheco Started On: 02/24/2014 02:34 PM

Final Approval Date: 03/07/2014

DATE: February 24, 2014

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 4-1100-412-00-011-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	COMPUTER EQUIPMENT	831	COURT COST& INVESTIGATION	$1,500.00
			TOTAL	$1,500.00

REASON: FUNDS NEEDED TO COVER SIGN LANGUAGE INTERPRETER

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-43270 **2014 Intradept. (line item) Transfer 2. O.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: SAFETY DIVISION

Information

CAPTION

2014 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-50-125-003-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 2/21/14.

Attachments

43270

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/20/2014 03:56 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Rosie Luna Started On: 02/20/2014 01:46 PM

Final Approval Date: 03/07/2014

DATE: February 20, 2014

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 4-1100-419-50-125-003-0-XXX

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	550	Printing & Binding	$ 200.00
			TOTAL	**$ 200.00**

REASON: **Department needs to order envelopes.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-43467 **2014 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct1 Sanitation (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct1 Sanitation in the amount of $1,505.61 for equipment & vehicle repair & maintenance expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 3/6/14.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 11:25 AM
Obdett Calzada	Obdett Calzada	03/06/2014 01:31 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Patricia Ramos Started On: 03/06/2014 09:56 AM

Final Approval Date: 03/07/2014

DATE: March 6, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 1 Sanitation

ACCOUNT NUMBER: 4-1100-4XX-00-1XX-00X-0-XXX

2014
Transfer
AI-43467

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
4-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(1,505.61)
TO			
4-1100-432-00-121-001-0- 672	PCT1 SANITATION-	EQUIP & VEH R&M SUPPL	1,505.61
TOTAL BUDGET INCREASE (DECREASE)			$ -

REASON: **Interdepartmental transfer to fund anticipated expenditures for supplies on Units S-002, 005, 007 & 051.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-43317 **Interfund Transfers 4. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2002 (1332)
Approval of 2014 interfund transfer from K-Mart Property (1301) and Pct. 4 New Adm Bldg (1301) to CO 2004 (1332) in the amount of $1,160.15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1301-415-00-120-007-0-665

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

BUDGETARY IMPACT:
Funds available as of 02/24/14.

FISCAL YEAR: 2014 ACCT. #: 4-1301-419-40-124-034-0-720

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

BUDGETARY IMPACT:
Funds available as of 02/24/14.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/27/2014 10:43 AM
Budget & Management	Debbie Tamez	02/27/2014 11:44 AM
Manuel Chapa	Manuel Chapa	02/28/2014 09:13 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Sylvia Solis Started On: 02/24/2014 03:43 PM

Final Approval Date: 03/07/2014

DATE: February 24, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
CERT OF OBLIG, 2002

ACCOUNT NUMBER: 4-1XXX-XXX-XX-XXX-XXX-0-XXX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 792-7025 ext. 5423

2014
Interfund Transfer

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
4-1301-415-00-120-007-0-	665	K-MART PROPERTY -	MINOR COMPUTER EQUIPMENT	(1,000.00)
4-1301-419-40-124-034-0-	720	PCT. 4 NEW ADM BLDG -	BUILDINGS	(160.15)
4-1301-391-01-000-332-0-	000	TRANSFERS IN -	CERT OF OBLIG, 2002	(1,160.15)
TO				
4-1332-491-01-000-301-0-	891	TRANSFERS OUT -	CAPITAL OUTLAY	(1,160.15)
			TOTAL BUDGET INCREASE (DECREASE)	**(1,160.15)**

REASON: Interfund transfer from K-Mart Property (1301) and Pct. 4 New Adm Bldg (1301) to Cert of Obligation, 2002 (1332) fund balance to transfer available funds in order to utilize monies for other expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-43316 **Interfund Transfers 4. B.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2004 (1334)
Approval of 2014 interfund transfer from Horizon Building (1301) and K-Mart Property (1301) to CO 2004 (1334) in the amount of $22,529.69.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1301-412-00-220-018-0-720

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

BUDGETARY IMPACT:
Funds available as of 02/24/14.

FISCAL YEAR: 2014 ACCT. #: 4-1301-415-00-120-007-0-720

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

BUDGETARY IMPACT:
Funds available as of 02/24/14.

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/27/2014 10:43 AM
Budget & Management	Debbie Tamez	02/27/2014 11:44 AM
Glinda Pacheco	Glinda Pacheco	02/28/2014 02:21 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Sylvia Solis Started On: 02/24/2014 03:35 PM

Final Approval Date: 03/07/2014

DATE: February 24, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
CERT OF OBLIG, 2004

ACCOUNT NUMBER: 4-13XX-XXX-XX-XXX-XXX-0-XXX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 792-7025 ext. 5423

2014
Interfund Transfer

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
4-1301-412-00-220-018-0-	720	HORIZON BLDG -	BUILDINGS	(6,785.65)
4-1301-415-00-120-007-0-	720	K-MART PROPERTY -	BUILDINGS	(15,744.04)
4-1301-391-01-000-334-0-	000	TRANSFERS IN -	CERT OF OBLIG, 2004	(22,529.69)
TO				
4-1334-491-01-000-301-0-	891	TRANSFERS OUT -	CAPITAL OUTLAY	(22,529.69)
			TOTAL BUDGET INCREASE (DECREASE)	**(22,529.69)**

REASON: Interfund transfer from Horizon Building (1301) and K-Mart Property (1301) to Cert of Obligation, 2004 (1334) fund balance to transfer available funds in order to utilize monies for other expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-43318 **Interfund Transfers 4. C.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2006 (1336)
Approval of 2014 interfund transfer from K-Mart Property (1301) to CO 2006 (1336) in the amount of $9,040.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1301-415-00-120-007-0-720

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

BUDGETARY IMPACT:

Funds available as of 02/24/14.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/27/2014 10:43 AM
Budget & Management	Debbie Tamez	02/27/2014 11:45 AM
Manuel Chapa	Manuel Chapa	02/28/2014 09:13 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Sylvia Solis Started On: 02/24/2014 03:58 PM

Final Approval Date: 03/07/2014

DATE: February 24, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
CERT OF OBLIG, 2006

ACCOUNT NUMBER: 4-1XXX-XXX-XX-XXX-XXX-0-XXX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 792-7025 ext. 5423

2014
Interfund Transfer

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
4-1301-415-00-120-007-0-	720	K-MART PROPERTY -	BUILDINGS	(9,040.00)
4-1301-391-01-000-336-0-	000	TRANSFERS IN -	CERT OF OBLIG, 2006	(9,040.00)
TO				
4-1336-491-01-000-301-0-	891	TRANSFERS OUT -	CAPITAL OUTLAY	(9,040.00)
			TOTAL BUDGET INCREASE (DECREASE)	**(9,040.00)**

REASON: Interfund transfer from K-Mart Property (1301) to Cert of Obligation, 2006 (1336) fund balance to transfer available funds to utilize monies for other expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-43444 **Planning Department 5. A.**

CC CONSENT

Meeting Date: 03/11/2014

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 Certificates 03-11-14

Pct 2 & 4 Cert Plat & Utility Status 03-11-14

Pct 3 Water Service Availability 03-11-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 11:26 AM
Manuel Chapa	Manuel Chapa	03/06/2014 04:25 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Irma Castillo Started On: 03/05/2014 11:30 AM

Final Approval Date: 03/07/2014

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARTHA CASTILLO	1-1191
2.	DELIA GAMEZ	1-10881
3.	DALIA VALENZUELA	1-10891
4.	DIDIO MENA	1-10875
5.	ROBERT MARTINEZ	1-10886
6.	ALEJANDRO CORTEZ	1-10903
7.	JUAN D. BARRIENTOS	1-7299
8.	RICARDO JUAREZ	1-10905
	COMM. COURT: MARCH 11, 2014	

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: 1-1191

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Martha Castillo

Address: 3203 Elena St
Weslaco TX.
78599

Phone: 956)274-5310

Water Supplier: NAWSC

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

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

regarding the land described as: Colonia Del Norte Lot #213,

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 12-17-87);

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 Leura);

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-1191

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

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

PARTY MAKING REQUEST:

Name: Martha Castillo

Address: 3203 Elena St.
Weslaco TX. 78599

Phone: 956) 274-5310

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

Colonia Del Norte lot # 213

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Martha Castillo — Requesting Party (Signature)
2/19/14 — 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:

3/5/14
Date

County Official

Chapter 232, Texas Local Government Code

Application No. P1191 Date 3/18 20 04

Location mile 6 1/2 + mile 9

Lot No. 213 Blk No.

Subdivision Colonia Del Nureste

Owner Noelia Garza Sosa

Contractor Self

APPROVED APPLICATION

C-SI M.C

Hidalgo County Planning Department
Note: This Must be Posted on the Structure
Not to be Removed Until Improvements are Completed

Recorded On-2010-Apr-06 As-2089981

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER CHAPTER 11 SEC. 11.008 TEXAS PROPERTY CODE

Date: MARCH 3, 2010

GRANTOR: LAND OF TWO SUNSHINES, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner.

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

P. O. BOX 845
WESLACO, HIDALGO COUNTY, TX. 78599-0845

GRANTEE: **JOSE ALFREDO CASTILLO, JR SS# [redacted] and brother JOSE ANGEL CASTILLO SS# [redacted]; minor sons of Martha Castillo, guardian and mother**

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):
4009 Elena St.
WESLACO, HIDALGO COUNTY, TX. 78596

CONSIDERATION:

A note of even date that is in the original principal amount of Twelve Thousand and OO/100ths DOLLARS ($12,000.00) 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 Charles A. Barbosa, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

All of Lots Number Two Hundred Thirteen (213) and Two Hundred Fourteen (214) in Colonia Del Noreste, as per map or plat thereof recorded in Book 23 Page 166, as per the map records in the Office Of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

SUBJECT TO THE FOLLOVVING:

1.All instruments of record affecting the Property other than liens or conveyances of the surfaces estate;
2.All unrecorded easements and right-of -way;
3.The rights of any party or parties who are or have been in physical possession of any right of prescription;
4.Any vacancies, conflicts in boundaries or discrepancies in area;
5.Any rights of adjacent owners;
6.Any obligations or restrictions imposed on the Property by any governmental authority; and
7.Any unpaid taxes for 2008and any assessments for 2009 or any prior year imposed after the date of this conveyance.

Land of Two Sunshines, LP, a Texas limited partnership acting by and through Sunshine Deals, LLC, its general partner by Hilda B. Lopez, Member.

Hilda B Lopez, Member

BY: Hilda B. Lopez, Member

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on March 3RD, 2010 by Land of Two Sunshines, LP, a Texas limited partnership, acting by and through Sunshine Deals, LLC, its general partner, by Hilda B. Lopez, Member.

DELVIN JONES
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 07-4561-1
MY APPT. EXP. JUNE 21, 2011

Delvin Jones

Notary Public in and for the State of Nevada

After filing please mail to:

LAND OF TWO SUNSHINES, LP

P O Box 845

Weslaco, TX 78599-0845

Hidalgo CAD

Property Search Results > 150687 CASTILLO MARTHA GUARDIAN FOR for Year 2014

Property

Account

Property ID:	150687	Legal Description:	COLONIA DEL NORESTE LOTS 213 & 214
Geographic ID:	C6760-00-000-0213-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GERONIMO TX	Mapsco:	
Neighborhood:		Map ID:	VOL 23 PG 166
Neighborhood CD:			

Owner

Name:	CASTILLO MARTHA GUARDIAN FOR	Owner ID:	935086
Mailing Address:	JOSE ALFREDO & JOSE ANGEL 3203 ELENA ST WESLACO, TX 78599-3156	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: CASTILLO MARTHA GUARDIAN FOR
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
DR1	DRAINAGE DISTRICT #1	N/A	N/A	N/A	N/A
FD1	EMS DIST #01	N/A	N/A	N/A	N/A
GHD	HIDALGO COUNTY	N/A	N/A	N/A	N/A
JCC	SOUTH TEXAS COLLEGE	N/A	N/A	N/A	N/A
R02	ROAD DIST 02	N/A	N/A	N/A	N/A
SST	SOUTH TEXAS SCHOOL	N/A	N/A	N/A	N/A
SWL	WESLACO ISD	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A

Taxes w/o Exemptions: N/A

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 900.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	CBK	1975	900.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.3997	17411.00	0.00	0.00	N/A	N/A

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	$4,981	$23,766	0	28,747	$0	$28,747
2012	$4,981	$23,766	0	28,747	$0	$28,747
2011	$4,981	$23,766	0	28,747	$0	$28,747
2010	$4,981	$23,766	0	28,747	$0	$28,747
2009	$4,981	$23,766	0	28,747	$0	$28,747
2008	$2,743	$23,766	0	26,509	$0	$26,509
2007	$0	$22,425	0	22,425	$0	$22,425
2006	$0	$22,425	0	22,425	$0	$22,425
2005	$0	$22,425	0	22,425	$0	$22,425
2004	$0	$14,040	0	14,040	$0	$14,040
2003	$0	$9,968	0	9,968	$0	$9,968

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Numb
1	4/6/2010 12:00:00 AM	DLF	DEED IN LIEU OF FORECLOSURE	CASTILLO ARAS	LAND OF TWO S			20899
2	4/6/2010 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	LAND OF TWO S	CASTILLO MART			20899
3	1/6/2009 12:00:00 AM	SVD	SPEC WD/VEN LIEN	LAND OF THE S	CASTILLO ARAS			19589

Tax Due

Property Tax Information as of 03/05/2014

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

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 3/5/2014 2:08 AM

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PLANNING DEPARTMENT

County of Hidalgo

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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: I-10881

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: Delia Gomez

Address: 2905 n San Antonio
Ave San Juan
TX 78589

Phone: 956-534-0399

Water Supplier: N/A

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

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

regarding the land described as: La Donna Gardens lot 15,

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 9-19-06);

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

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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: 1-10881

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: Dalia Gamez

Address: 2405 n San Antonio Ave
San Juan TX 78589

Phone: 956-534-0399

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

La Ponca Gardens lot 15

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 2/6/14

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:

3/4/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10881
Feb. 26, 2014

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

L0810-00-000-0015-00

[1] OWNER: GAMEZ , DELIA
P.O. BOX 2583
SANJUAN TX 78589

Telephone No. 534-0399

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 456 Sq. Ft.

[6] USE OF BUILDING: MOVE IN WOOD FRAME ZONE

[7] LEGAL DESC./NAME OF SUBDIVISION
LA DONNA GARDENS LOT 15
B-05

LOCATION: 0 OLD RIVER RD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,500

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 15' SIDES 6'
18" TOP OF CURB

Prepared by — Date: 2-20-14

Approved by — Date: 2-25-14

Signature of Owner or Applicant — Date: 2.6.26.14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Recorded On-2009-Aug-27 As-2029280

2029280

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Note of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument that transfer an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: August 13, 2009

Grantor: Bono Vita, Ltd
Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Delia Gamez
Grantee's Mailing Address (including county):
P O Box 2583
San Juan, Texas 78589
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nineteen Thousand Four Hundred and 00/100 Dollars ($19,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

Lot 15, La Donna Gardens Subdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 51, Page 117-119.

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing note payable to the order of Lone Star National Bank and secured by a deed of trust recorded under Document No. 1496980 of the official records of Hidalgo County, Texas and a Transfer of Lien to Cameron Life Insurance Company dated July 20, 2008, under Document No. 1932018 of the Official Records of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.
2. **All lots must be used for single-family residential purposes only.**
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;

10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located filed for record in the Office of the County Clerk of Hidalgo County.

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

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

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

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

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

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

Bono Vita, Ltd,
a Texas Limited Partnership
by SRC Management, Inc., a Texas Corporation
as its General Partner

BY: _____
Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 20 day of August, 2009 by Scot Campbell, President of SRC Management, Inc., General Partner of Bono Vita, Ltd., a Texas Limited Partnership.

JESUSITA GONZALEZ
Notary Public, State of Texas
My Commission Expires
May 11, 2011

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bono Vita, Ltd.
1210 E. Tyler
Harlingen, Texas 78550

PLANNING DEPARTMENT

County of Hidalgo

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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 1 2 3 4

Application No: 1-10891

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: Dalia Valenzuela

Address: 6409 Joshua 78537, Donna Tx

Phone: 956 854 1491

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

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Goolie Meadows ph2 lot 109,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/4/08);

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

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956-205-7049

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

Precinct 1 2 3 4

Application No: 1-10891

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: Dalia Velazquez

Address: 6409 Joshua
78537, Donna Tx

Phone: 956 855 4191

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

Goolie Meadows ph 2 lot 109

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 Dalia Velazquez — Requesting Party (Signature)
3/5/14 — 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:

3/5/14 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10891
Feb. 27, 2014

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

G5975-02-000-0109-00

[1] OWNER: VALENZUELA, DALIA A.

807 HERNANDEZ RD
DONNA TX 78537
Telephone No. 647-3278

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE C-44

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE MEADOWS PH 2 LOT 109

LOCATION: 0 GOOLIE & EARLING

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $36,000

[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:20' SIDES:6'
MIN. ELE. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date 2/27/14

Approved by — Date 2/27/14

Andrea Saldana — Date 2/27/14
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: 0425C Pct: 0

Community No.: 480334

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

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: **February 18, 2014**

Grantor: **RCI Development-Wisconsin, Ltd**

Grantor's Mailing Address (including county):

2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Dalia Alejandra Valenzuela**
Name 2: **Felix Saldana**

Mailing Address:

807 Hernandez Rd.
Donna, TX 78537
Hidalgo County, TX

Phone Number 1: **956-647-3278**
Phone Number 2: **956-854-1491**

Social Security Number:
Grantee 1:
Grantee 2:

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty Six Thousand and No/100 ($36,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan Monroe, Trustee.

Property (including any improvements):

Lot Number(s) 109, Goolie Meadows Phase II, is a 41.596 acre tract of land being all of Blocks 144, and 20.489 acres out of Block 145, Hill-Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 54, Page 184-186, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 1661924, Official Records, Hidalgo County, Texas.

SAVE AND EXCEPT, Grantor reserves for Grantor and for Grantor's heirs, successors, and assigns forever, a reservation of all Grantor's oil, gas and other minerals in and under and that may be produced from the Property.

the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

RCI Development-Wisconsin, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 19 day of FEBRUARY, 2014 by TIM GEARHART, MANAGER of RCI DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner on behalf of RCI Development-Wisconsin, Ltd, a Texas Limited Partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RCI Development-Wisconsin, Ltd
2614 Freddy Gonzalez
Edinburg, Texas 78539

NOTARY PUBLIC STATE OF TEXAS
ROBERTO CASTILLA
Notary Public
State of Texas
My Comm. Exp. 06-23-2016

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: Tim Gem-Hart
Address: Goolic Meadows Ph 2 Permit #: 45977
Location: Ealing Rd & 11½ Mile Phone #:
Tank Type: Concrete Lot 109 No. Bedrooms: 3

Inside diameter: 5'
Inside length of sides: 5'
Liquids depth or distance from tank bottom to outlet bottom: 48"
Airspace (approximately): 3"
Approximate gallon cap.: 2-500= 1000 Gallons

Drain Field: Trench ✓ Bed: Evapotranspiration:
Distance from private well: N/A
Distance from foundation: To tank: N To drainfield: N
Distance from property line: To tank 10' To drainfield: 11'
Depth of Trench: 36" Width of trench: 36"
Backfill material: lb: II: III: ✓
Dimensions: 240' X 5' = Sq. Ft.
Gravel: Natural: Crushed: Washed: ✓
Amount: 24 yards, or Tons (per installation)
Pipe: Type: 2729 Brand (if known): Number of feet: 240'

General conditions and Workmanship:

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

Installer: J. A. Gonzalez License No.: 1350
Remarks:

Inspector: Jorge Gonzalez
D.R. Lic. # 20831 Date: 2-6-08

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 - 10875

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: Didio Mena

Address: 8140 N 1015
Mercedes Tx 78570

Phone: 832-414-4534

Water Supplier: NBWSC

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

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

regarding the land described as: Shilo lot # 61,

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 06/26/01);

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 Robert 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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956-318-2844

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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: 1-10875

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: Didio Mena

Address: 8140 N 10 15

Mercedes, Tx 78570

Phone: 832-414-4534

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

Shilo lot 4 blk

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) 2-27-14 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3/3/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10875
Feb. 24, 2014

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

S3255-00-000-0061-00

[1] OWNER: MENA, DIDIIO

RT. 1 BOX 83 AB
MERCEDES, TX 78570
Telephone No. 463-1900

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 896 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO LOT 61

LOCATION: 0 FM 88 & MILE 12 1/2

[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 COUNTYS SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 2/24/14

Gilbert Reina — Approved by — Date: 2/24/14

X Didio Mena — Signature of Owner or Applicant — Date: X 2-27-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0456C 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.

1469441

ASSUMPTION WARRANTY DEED

Date: April 14, 2005

Grantor: Perla Mena and Alex Mena

Grantor's Mailing Address (including county):
1813 W. Dallas Dr.
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: Didio Mena

Grantee's Mailing Address (including county):
Rt. 1 Box 83 AB
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Fifteen Thousand- Six Hundred Fifty and 00/100 Dollars ($15,650.00) dated March 30, 2004, executed by Perla Mena and Alex Mena and payable to the order of El Toro Builders, Inc. The note is secured by a Vendor's Lien and additionally secured by a Deed of Trust dated March 30, 2004, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 1377728. Grantee agrees to indemnify and hold Grantor harmless form payment of the note and form performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

All of Lot 61, Shilo Subdivision, as shown by the map or plat thereof recorded in Volume 38, Page 5, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyances and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated November 2, 2000, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 925574;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;

4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages in area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.
12. All Easements, restrictions, set back lines, Drainage Swale requirements, and other matters shown on the plat thereof recorded in Volume 38, Page 5, Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County , Texas affecting the subject property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee'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.

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.

To Grantor, a reservation of the vendor's lien and superior title to the property and its improvements until the note assumed by Grantee has been fully paid according to its terms, at which time this deed will become absolute. Except as provided in any deed of trust to secure assumption, Holder's release of the assumed liens will release this vendor's lien without the joinder of Grantor.

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.

Perla Mena

Alex Mena

ACCEPTED:

Didio Mena

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16 day of April, 2005, by Perla Mena and Alex Mena.

Notary Public, State of Texas

AMANDA V. ZAMORA
Notary Public, State of Texas
My Commission Expires
NOV. 21, 2008

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16 day of April, 2005, by Didio Mena.

Notary Public, State of Texas

AMANDA V. ZAMORA
Notary Public, State of Texas
My Commission Expires
NOV. 21, 2008

Filed For Record In:
Hidalgo County
By J. D. Salinas, III
County Clerk

On: May 10,2005 at 08:56A

As a Recording

Document Number: 1465441
Total Fees : 18.00

Receipt Number - 674012
By,
Rene Perez, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 1-10886

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: Robert Martinez

Address: 620 Kriner Rd.
Sunnyside, WA 98944

Phone: (509) 305-7347

Water Supplier: N.A.W.S

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

Account/ESI No.: PIN

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Alue Lot #14,

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 10/29/96);

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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956-973-7850

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: 1-10886

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: Robert Martinez

Address: 620 Kramer Rd.
Sunnyside, WA 98944

Phone: _____

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

A/oc Lot #14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[signature] 2-27-14
Requesting Party (Signature) 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:

3/5/14
Date

[signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10886
Feb. 27, 2014

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

A4120-00-000-0014-00

[1] OWNER: MARTINEZ, ROBERT & MELISSA

115 TERRY ST.
DONNA TX 78537-9608
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,418 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ALVE LOT 14

LOCATION: 0 VALVERDE & MILE 12 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

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

Prepared by — Date: 2/27/14

Approved by — Date: 2/26

Signature of Owner or Applicant — Date: 2-27-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

XO:sm
99-079

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 8, 1999

Grantor: ALEJANDRO LOZANO and wife, VERONICA R. LOZANO

756797

Grantor's Mailing Address (including county): P. O. Box 493
Donna, Hidalgo County, Texas 78537

Grantee: ROBERT MARTINEZ and wife, MELISSA MARTINEZ

Grantee's Mailing Address (including county): Rt. 4, Box 4620
Donna, Hidalgo County, Texas, 78537

Consideration:

TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration; and a note of even date that is in the principal amount of TWELVE THOUSAND NINE HUNDRED FIFTY AND NO/100THS DOLLARS ($12,950.00) 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 dated from Grantee to JOSEPH PRESTIA, Trustee.

Property (including any improvements):

All of Lot 14, ALVE SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 168-A, 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. The restrictive covenants of record in Volume 31, Page 168-A, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Blanket easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.
3. Minimum floor elevations, setback lines: 25 foot front, 6 foot or 10% of lot width side, 25 foot rear and 15 foot on adjoining street side, restrictions, swale requirements, 20 foot easement to North Alamo Water Supply Corporation along the South and 20 foot utility easement along the East side as shown on the map of ALVE SUBDIVISION, recorded in Volume 31, Page 168-A, Map Records of Hidalgo County, Texas.
4. Water line easement in favor of North Alamo Water Supply Corporation as shown by instruments dated May 2, 1978, recorded in Volume 1603, Page 231 and dated May 19, 1978, recorded in Volume 1603, Page 233, both in the Deed Records of Hidalgo County, Texas.
5. Visible and apparent easements on or across the property herein described.
6. Restrictions attached hereto as Exhibit "A" and made a part hereof for all purposes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor 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.

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.

ALEJANDRO LOZANO

VERONICA R. LOZANO

(Acknowledgment)

STATE OF TEXAS *

COUNTY OF HIDALGO *

This instrument was acknowledged before me on the 12th day of March, 1999, by ALEJANDRO LOZANO and wife, VERONICA R. LOZANO.

SANDRA MARTINEZ
Notary Public,
State of Texas My
Comm. Exp. 10-06-2001

Notary Public, State of Texas

AFTER RECORDING RETURN TO :
XAVIER ORNELAS
PRESTIA & ORNELAS
P.O. Box 876
Edinburg, Texas 78540

PREPARED IN THE LAW OFFICE OF:

PRESTIA & ORNELAS
P.O. Box 876
Edinburg, Texas 78540

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: 1-10903

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: Alejandro Carter

Address: PO Box 70
Hidalgo, TX
78557

Phone: 432-386-5678

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Viola Ridge 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 8-6-09);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-10903

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: Alejandro Cortez

Address: POBox 70

Hidalgo, TX 78557

Phone: 432-386-5678

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

Vista Ridge Phase II 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

Requesting Party (Signature) — Date: 03/03/2014

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:

3/5/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10903
Mar. 3, 2014

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

V4348-00-000-0002-00

[1] OWNER: CORTEZ, ALEJANDRO
TREVINO, PRISCILLA C.
P.O BOX 70
HIDALGO, TX 78557
Telephone No. 386-5678

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD
[5] SIZE OF STRUCTURE: 1,080 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X-29

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT# ~~8~~ 2
A.P

LOCATION: 0 FM 88 & MILE 21

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 45' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 2/3/14

Approved by — Date: 2/24/14

Signature of Owner or Applicant — Date: 03/03/2014

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2484282

Date: January 30, 2014

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 W. Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Alejandro Cortez and Priscilla Cristina Trevino

Grantee's Mailing Address (including county):
P O Box 70
Hidalgo, Texas 78557
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty Thousand Nine Hundred Dollars and No Cents ($30,900.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 02, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2004719. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Vista Ridge Acres Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times

for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

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

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

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

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

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

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

Jack McClelland

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30 day of January, 2014, by Jack McClelland .

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jack McClelland
2614 W. Freddy Gonzalez
Edinburg, Texas 78539

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

ROBERTO CASTILLA
Notary Public
State of Texas
My Comm. Exp. 06-23-2016

ReMerge-It

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: 1-7899

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: Juan J Gamiente

Address: P. Box 1060
Mercedes TX 78570

Water Supplier: CITY OF MERCEDES

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

Phone: 956 313 5785

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Indian Hills 64 # 350 BLK # 1 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/6/84);

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);

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: 1-7299

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

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

PARTY MAKING REQUEST:

Name: Juan J Barrientos

Address: P. BOX 1060 N
Mercedes TX 78570

Phone: 956 3735785

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

Indian Hills lot # 350 Blk # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan J Barrientos — Requesting Party (Signature)
3/5/14 — 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:

3/5/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7299
Jun. 24, 2010

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

I2230-00-001-0350-00

[1] OWNER: BARRIENTOS, JUAN

P.O. BOX 1060
MERCEDES TX, 78570
Telephone No. 373-5785

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 856 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 350 BLK 1

LOCATION: 0 FM 491 & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

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

Prepared by — Date: 6/24/10

Approved by — Date: 6/22/10

Signature of Owner or Applicant — Date: 6-24-10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

1473834

WARRANTY DEED WITH VENDOR'S LIEN

DATE : April 13, 2005

GRANTOR : Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS : 920 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE : Juan D. Barrientos and Maria Soria

GRANTEE'S MAILING ADDRESS : P.O Box 1060
Mercedes, Texas 78570

CONSIDERATION : TEN AND NO/100 DOLLARS ($10.00), and a note of even date that is in the principal amount of Nine thousand Seven hundred and NO/100 Dollars ($9700.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien in this deed and by a deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY :
Lot Three hundred Fifty (350), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 22 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas; SAVE AND EXCEPT all oil, gas and other minerals, and all geothermal energy, and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY :

These reservations and exceptions on Exhibit "A" attached hereto and made a part hereto for all purposes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and rights and appurtenances thereto to any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, and assigns, against every person whomsoever lawfullly claiming or to claim the same or any part thereof, except as to the reservations from, and exceptions to warranty, by, through and under Grantor and no further.

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.

Grantee accepts the herein described property as is, where is, and with all faults, and without any representations or warranties whatsoever, express of implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 11th day of May ,2005 by Robert L. Schwarz

ANGELICA HERNANDEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-21-2008

Angelica Hernandez
Notary Public, State of Texas

AFTER RECORDING RETURN TO : Notary's name (printed) :

Notary's commission expires : 08-21-08

BUYER'S ACCEPTANCE OF DEED
04-13-2005

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Juan D. Barrientos
Juan D. Barrientos

Maria Soria
Maria Soria

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easement in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hanecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2005, and all Subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25, 1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Eucheriste M. D'Hanecourt, Individually and as Independent Executor of the Estate of George A. D'Hanecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.
14. Existing lien in favor of Texas State Bank, which grantor agrees to pay as same becomes due and payable.

AFTER RECORDING RETURN TO :
Harold Munal
800 North McColl
McAllen, Texas 78501

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

On: May 13,2005 at 05:15P

As a Recording

Document Number: 1473834
Total Fees : 18.00

Receipt Number - 675879
By,
Imelda Leal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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: 1-10905

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: Ricardo Juarez

Address: 6103 D. St
Mercedes Tx
78570

Phone: 560-9781

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Canuck Village Lot #12,

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 10/7/09);

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

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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956-205-7049

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

Precinct 1 2 3 4

Application No: I-10905

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: Ricardo Juarez

Address: 6103 D. St
Mercedes Tx 78570

Phone: (956) 560-9781

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

Canuck Village 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

Ricardo Juarez — Requesting Party (Signature)

3/4/14 — 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:

3/5/14
Date

County Official

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 15, 2010

Grantor: Daniec Land & Cattle Co., INC.
Grantor's Mailing Address (including county):

P.O. Box 720821
McAllen TX 78504
Hidalgo County

COPY

Grantee: Ricardo Juarez
Grantee's Mailing Address (including county):
6103 D. St
Mercedes Tx 78570
Hidalgo County
560-9781

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 **$24,500.00** 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 DAVID CROOK, Trustee.

Property (including any improvements):
LOT 12, CANUCK VILLAGE SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED DOCUMENT # 2040759 IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as documents # 1695607 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
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; taxes for the current year, the payment of which Grantee assumes.
For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, 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 conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.
This conveyance is made subject to the restrictions, reservations and covenants for Canuck Village Subdivision, recorded as Document # 2043564 Official Records of Hidalgo County, Texas.

This conveyance is made subject to the following restrictions:
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.

Paul Daniec

Paul Daniec-President of
Canuck Village Subdivision

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on April 15, 2010 by PAUL DANIEC, President of Canuck Village Subdivision.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Daniec land & Cattle Co. Inc.
P.O. Box 720821
McAllen TX 78504

CK

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: Paul Daniec Permit #: 48555
Address: Cameron Village S/D Phone #:
Location: mile 2 1/2 N Lot 12 No. Bedrooms: 3
Tank Type: Concrete

Inside diameter: 5
Inside length of sides: 5'
Liquids depth or distance from tank bottom to outlet bottom: 48"
Airspace (approximately): 3"
Approximate gallon cap.: 2-500 2 1000 Gallons

Drain Field: Trench ✓ Bed: Evapotranspiration:
Distance from private well: N/A
Distance from foundation: To tank: N.L., To drainfield: V.L.
Distance from property line: To tank 17' To drainfield: 19'
Depth of Trench: 36" Width of trench: 36"
Backfill material: lb: II: III: ✓
Dimensions: 240' X 5 = 1200 Sq. Ft.
Gravel: Natural: Crushed: Washed: ✓
Amount: 24 yards, or Tons (per installation)
Pipe: Type: 2729 Brand (if known): Number of feet: 240'

General conditions and Workmanship:

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

Installer: J. A. Gonzalez License No.: 1350
Remarks: VL = VACANT LOT - With ties up Septic
No Return Valve
Inspector: J M Gonzalez Date: 4-2-09
D.R. Lic. # 20831

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Javier Vento	4-12876
2.	Arturo Soto	4-13085
3.	Ignacio Cavazos	4-12220
	COMM. COURT: March 11, 2014	

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: 4-12876

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Javier Vento

Address: Brushline + mile 22 1/2
Lot 48
sub. Santa Cruz Ranches #2

Phone: 956-239-7624

Water Supplier: North Alamo

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

Account/ESI No.: 28815-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as Santa Cruz Ranches #2 Lot 48.,

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 11-24-04);

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 Raul Castillo)

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

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

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

Raul Castillo

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 (4)

Application No: 4-172876

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: Javier Vento

Address: Brushline + mile 22 1/2
Lot 48

Phone: Sub. Santa Cruz Ranches #2

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

Santa Cruz Ranches #2 Lot 48.

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: 3-05-14 / 3-6-2014

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:

3/5/14 — **Date**

Raul Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12876
Oct. 31, 2013

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

S1753-02-000-0048-00

[1] OWNER: VENTO, JAVIER

3332 ISABELLA ST
EDINBURG, TX. 78541
Telephone No. 239-7624

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MISCELLANEOUS
31- BARNS,REC.BLDNG,POOL HOUSE,SHED
[5] SIZE OF STRUCTURE: 1,920 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES 2 LOT 48
8/23/10F/AGWATER
2/22/13NW/ AG USE

LOCATION: 0 BRUSHLINE & MILE 22 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $7,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ☒NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 40' SIDE'S 6' REAR 35'
MISC. BARN

Prepared by — Date: 10/31/13

Approved by — Date: 11/04/13

Signature of Owner or Applicant — Date: 10-31-13

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.

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

SPECIAL WARRANTY DEED

Date: January 8, 2013

Grantors: **MARIO GALBAN, a single man**

Grantors' Mailing Address (including county): 24803 Brushline Rd.
Edinburg Texas 78542
Hidalgo County

Grantee: **JAVIER VENTO**

Grantees' Mailing Address (including county): 3332 Isabella St.
Edinburg, Texas 78541

Consideration: Ten and no/100 ($10.00) 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): *Lot 48, SANTA CRUZ RANCHES NO. 2 SUBDIVISION, as shown by the map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County Texas.*

Reservations From and Exceptions to Conveyance and Warranty:

is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, conditions, liens, validly existing easements, rights-of-way, and prescriptive rights, if any, relating to the hereinabove described property, but only to the extent they are still in effect, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property; and taxes from all prior and subsequent years, which are expressly assumed by the Grantee herein, and subsequent assessments due to change in land usage.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the consideration being paid for the property being purchased, Buyer is taking the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with any and all latent and patent defects and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Seller to expressly negate and exclude all representations and warranties, including, but not limited to: (i) the nature, quality or condition of the property, including, without limitation, the water, soil, geology, warranties related to suitability for habitation, merchantability or fitness for a particular purpose, developmental potential or otherwise; (ii) the income to be derived from the property; (iii) the quality of the labor and materials included in any improvements; (iv) property being in compliance with any operation, rules, regulations, laws or ordinances of any applicable governmental body or authority; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. Additionally, Seller has not and does not make and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Buyer acknowledges and stipulates that Buyer is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Buyer's examination of the Property. Buyer takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in Deed.

THIS DEED WAS PREPARED WITH INFORMATION GIVEN BY GRANTOR AND GRANTEE, WITHOUT THE BENEFIT OF A SURVEY OR TAX INFORMATION. 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.

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

Mario Saban

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 8th day of January, 2013 by Mario Galban.

Ida Barrera

Notary Public, State of Texas

IDA BARRERA
MY COMMISSION EXPIRES
May 24, 2016

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: 4-13085

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: Arturo Soto

Address: 8204 JUBILEE BLVD. EDINBURG TX 78542

Phone: (956) 329-9242

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

Water Supplier: N.A.W.S

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ballys Estates Lot 23,

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 11-30-2004);

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 Hector Castillo);

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

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

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

Hector Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-13085

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: Arturo Soto

Address: 8204 Jubilee Blvd, Edinburg TX 78542

Phone: (956) 329-9242

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

Sub. Bally's Estates Lot 23

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: 03-01-14

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:

3/05/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13085
Feb. 28, 2014

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

B0554-00-000-0023-00

[1] OWNER: SOTO, ARTURO JR. & KEILA E.

5005 HAVEN LN.
EDINBURG, TX. 78542
Telephone No. 329-9242

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,000 Sq. Ft.

[6] USE OF BUILDING: RESIDENTISL-MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
BALLY'S ESTATES LOT 23

LOCATION: 0 TOWER & CANTON

[8] SEWAGE: INSTA

[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 WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

Rodolfo Ruiz — Prepared by — 2-28-14 — Date

Rodolfo Ruiz — Approved by — 2-28-14 — Date

x [signature] — Signature of Owner or Applicant — x 02-28-14 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 0425C

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.

RE: Lot Twenty-Three (23), Bally's Estates Subdivision, Hidalgo County, Texas, V 47, Pg 4, Map Records

NOTICE OF CONFIDENTIALITY RIGHTS

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

Special Warranty Deed with Vendor's Lien

1. Date: November 13, 2013

2. Grantor: Garco, Ltd., A Texas Limited Partnership 2469685

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

4. Grantee: ARTURO SOTO, JR. and wife, KEILA EUNICE SOTO

5. Grantee's Mailing Address: 50005 Haven Lane, Edinburg, Hidalgo County, Texas 78542

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Thirty Four Thousand Four Hundred and No/100ths Dollars ($34,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.

7. Property: Lot Twenty-Three (23), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas;

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2013 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 1351962 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the

RE: Lot Twenty-Three (23), Bally's Estates Subdivision, Hidalgo County, Texas, V 47, Pg 4, Map Records

Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

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

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

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

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

16. Signature:

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

By: _____
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 13th day of Nov, 2013, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2016

(SEAL)

Notary Public, State of Texas
My Commission Expires: 7-31-2016

After Recording Return To:

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

BALLY'S ESTATES
EXHIBIT "A"

1. Blanket easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2 and easements and restrictions as shown on the map.
2. Easements and restrictions as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.
3. Right of Way easement in favor of Hidalgo County as shown by instrument dated June 3, 1975, recorded in Volume 1445, Page 861, Deed Records of Hidalgo County.
4. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Glenn Luken Ginsbach and others to Union Producing Co., dated March 9, 1956, recorded in Volume 185, Page 242, Oil and Gas Records of Hidalgo County, Texas.
5. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Opal Ginsbach and husband, Glenn Luken to Union Producing Co., dated March 9, 1956, recorded in Volume 185, Page 248, Oil and Gas Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated May 14, 1956, recorded in Volume 193, Page 237, Oil and Gas Records of Hidalgo County, Texas.
7. Any part of the property lying within canal rights of way claimed in fee simple by Hidalgo County Irrigation District No. 2.
8. 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
9. Stand by fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, the payment of which Grantee assumes.

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: 4-12-2010

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:		Pre Installed OSSF
Date Approved:	/ /	3 / 3 / 14

Name: Ignacio Cavazos

Address: 16458 Cove LN
Edinburg TX
78540

Phone: 956 561-8781

Water Supplier: N/A

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

Account/ESI No.: 2817165-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Cardinal Cove Lot 11,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-24-09);

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

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

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

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

Irma V. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-12220

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: Ignacio Cavazos

Address: 16458 Cove LN
Edinburg TX 78540

Phone: (956)569-8781

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

Cardinal Cove Lot 11

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 Ignacio Cavazos
Requesting Party (Signature)

2/05/14
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:

2/05/14
Date

County Official

Recorded On-2010-Jun-29 As-2115550

2115550

WARENTY DEED

I Ignacio Cavasos purchased Legal description Cardinal Cove Lot 11 located at 16458 Cove Lane Edinburg TX 78540, Tax account C1622-00-000-0011-00 on August 05, 2008 from Erlinda and Donato Vera P.O. Box 1604, Woodland, CA 95776, In the amount of $ 5,000. I hereby wish to accept transfer of property to my name Ignacio Cavasos and address is 3305 E Elizabeth st. Edinburg TX 78542.

In witness whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Seller _____ Date 6-29-2010 Seller _____ Date 6.29.10

Erlinda Vera Donato Vera

Buyer _____ Name Ignacio Cavasos Date 6-29-10

State of Texas

County of HIDALGO.

The foregoing instrument was acknowledged before me this 29 day of JUNE by IGNACIO CAVASOS, DONATO VERA & ERLINDA MORENO VERA who is

( ) is personally known or (✓) has produced a D.L. I.D. as identification.

(Notary Seal)

LILIANA GLORIA
My Commission Expires
June 26, 2014

Notary _____

Printed Name LILIANA GLORIA.

6/26/2014

My commission Expires:

DATE 7-31-12

A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12220
Mar. 19, 2013

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

C1622-00-000-0011-00

[1] OWNER: CAVASOS, IGNACIO

3305 E. ELIZABETH ST.
EDINBURG, TX. 78542
Telephone No. 354-7989

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 864 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL COVE LOT 11

7/31/12NW/E AG. USE

LOCATION: 0 M.CRISTO & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL CO. REGULATIONS & SETBACKS
FRONT 25' EAST 6' REAR 40' WEST SIDE 10' FINISH
FLOOR OF ELEV. 18" TOP OF STREET.

Hector D. Castillo — Prepared by — 3/19/13. — Date

Rudy Tijerina — Approved by — 3/07/13 — Date

Ignacio Cavazos — Signature of Owner or Applicant — 3-19-13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0375 D.
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.

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	ABIGAIL GARCIA PALACIOS	3-14510
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: March 11, 2014	

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

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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: 3-14510
2/28/14

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	Charles Rma
Inspection/Permit No:		Authorized Signature Sewer
Date Approved:	/ /	3/4/14

Name: Abigail Garcia P.

Address: 3107 Alejandra St.
Mission, TX 78573

Phone: (956) 581 0407

Water Supplier: Shary land

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [X] Permanent Service

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

Kristi Estates Ph 1 Lot 35

[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 E. Cantu 3/3/14
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
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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: 314510
2/28/14

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 Abigail Garcia Palacios,

Known to me [*or* proved to me in the oath of Consular ID Card Mexico *or* through #6882573, DOB 10/2/86 (*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: Kristi Estates Ph 1 Lot 35."

[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."

Abigail Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on March 3, 2014, 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 OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

2425373

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO §

Date: June 24, 2013

Grantor: **HUGO ALBERTO ALVAREZ**

Grantor's Mailing Address: N Eubanks Off Monte Crst, Edinburg, Texas 78541

Grantees: **ABIGAIL GARCIA-PALACIOS**

Grantee's Mailing Address: 3401 N Mayberry Road, Apt. #617, Mission, Texas 78573

Consideration: For and in consideration of ten dollars and other consideration in the property in the following property as follows:

Property (including any improvement):

All of Lot Thirty Five (35) Kristi Estates Phase I, Hidalgo County Texas, according to the map there recorded in Volume 24, Page 123A map records of Hidalgo County, Texas Reference to which is here made for all purposes.

The property is subject to the following: (1) All instruments of record affecting the Property other than liens or conveyances of the surface estate; (2) All unrecorded easements and rights-of-way; (3) The rights of any party or parties who are or have been in physical possession of any part of the Property or who claim under any right of prescription; (4) Any vacancies, conflicts in boundaries or discrepancies in area; (5) Any rights of adjacent owners; (6) Any obligations or restrictions imposed on the Property by the governmental authority; (7) Any unpaid taxes and any assessment or any prior year imposed after the date of this conveyance.

Grantor, for and in consideration of the consideration described above, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, AND CONVEYED, and by these presents does GRANT, AND CONVEY to Grantee all of Grantor's interest in the surface estate of the above-described Property.

TO HAVE AND TO HOLD the property, together with all and singular the rights and appurtenances thereto in any way belonging to the Property, subject to the provisions stated above, to Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever. Grantor hereby binds Grantor and Grantor's heirs executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said property to Grantee, Grantor's heirs executors, administrators, successors, and/or assigns, against every person whomsoever lawfully claiming or claim the same or any part thereof, subject to the provisions stated above.

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

***THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION AND ON INSTRUCTIONS GIVEN TO ME. NO TITLE OPINION OR OTHER INFORMATION HAS BEEN FURNISHED TO ME OR GIVEN BY ME IN CONNECTION WITH THIS PREPARATION.**

EXECUTED this 24th day of June 2013.

Hugo Alvarez

HUGO ALBERTO ALVAREZ

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared **Hugo Alberto Alvarez** known to me to be the person whose name is subscribed to the foregoing WARRANTY DEED and that she acknowledged to me that they had executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of June, 2013.

Rachel G. DeHoyos

NOTARY PUBLIC, STATE OF TEXAS

RACHEL GARCIA DEHOYOS
Notary Public, State of Texas
My Commission Expires
October 08, 2016

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14510
Feb. 28, 2014

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

K8670-01-000-0035-00

[1] OWNER: GARCIA P. ABIGAIL
3401 N. MAYBERRY

MISSION TX, 78573
Telephone No. 581-0407

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 900 Sq. Ft.

[6] USE OF BUILDING: NEW. RES. CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
KRISTI ESTATES PH 1 LOT 35

LOCATION: 0 LA HOMA & 3 1/2

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $9,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' SIDE:6' SIDE:6'
18" TOP OF CURB. FLOODZONE:C-01

Prepared by — Date: 2-28-14

Approved by — Date: 2-26-14

Signature of Owner or Applicant — Date: 2-28-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: MI
Panel No. /Suffix: 0400C Pct: 3

Community No.: 480334

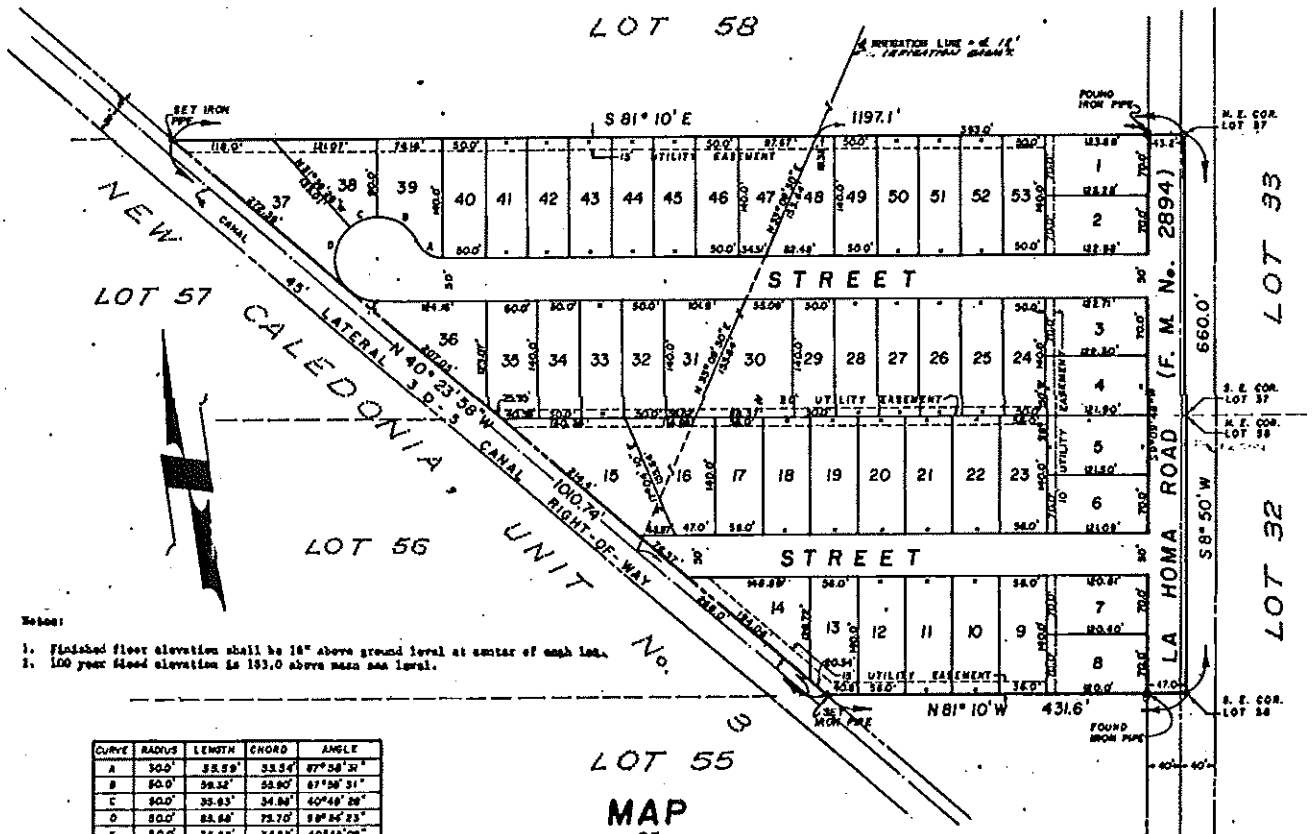
Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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.



Notes:

1. Finished floor elevation shall be 18" above ground level at center of each lot.
2. 100 year flood elevation is 153.0 above mean sea level.

CURVE	RADIUS	LENGTH	CHORD	ANGLE
A	50.0'	55.59'	53.54'	87°36'31"
B	50.0'	58.32'	55.00'	67°38'31"
C	50.0'	35.03'	34.88'	40°48'08"
D	50.0'	83.66'	73.70'	98°34'23"
E	50.0'	35.59'	34.83'	40°46'08"

MAP OF KRISTI ESTATES PHASE I

BEING A SUBDIVISION OF PART OF LOTS 56 AND 57, NEW CALEDONIA, UNIT No. 3, OUT OF THE AMERICAN LAND AND DEVELOPMENT CO. TRACT, OF PORCIONES 50, 51 & 52; HIDALGO COUNTY, TEX.

CONTAINING 12.34 ACRES OF LAND MORE OR LESS

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Weber
Date July 30, 1985

FILED
AUG -5 1985

126337

Recorded in Book 24 Page 123-A of the map records of Hidalgo County, Texas
Meldan and Hunt, Inc.
County Surveyors

CHECKED FOR DRAINAGE BY:

PREPARED BY:
FABIAN, NELSON & MEDINA INC.
MCALLEN, TEXAS

SCALE: 1" = 100' DATE: 5-23-85

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
this the 30 day of July 1985

STATE OF TEXAS:
COUNTY OF HIDALGO:

I THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "KRISTI ESTATES, PHASE I", SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN. FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Carlos G. Leal Jr.
CARLOS G. LEAL JR.

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS G. LEAL JR. 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 STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 31st DAY OF May, 19 85

Sandra Byrd
NOTARY PUBLIC
SANDRA BYRD, Notary Public
IN AND FOR HIDALGO COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR #1580 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PLINIO C. MEDINA
REGISTERED PUBLIC SURVEYOR
MCALLEN, TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6 ON THIS _____ DAY OF _____ A.D. 19 ____

_____ SECRETARY

_____ PRESIDENT

AI-43308 **Membership Dues 6. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department:
Requesting approval of 2014 membership dues to the National Sheriff's Association for Sheriff Guadalupe Trevino in the amount of $530.00. (Requisition #252447)

BACKGROUND

The National Sheriff's Association is a non-profit organization dedicated to raising the level of professionalism among those in the criminal justice field. NSA is a key player in shaping national policy on critical criminal justice and homeland security issues important to the nation's sheriffs in the halls of Congress and at the White House.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition # 252447.

Attachments

NSA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/21/2014 03:19 PM
Budget & Management	Debbie Tamez	02/26/2014 11:30 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Myra Montoya Started On: 02/21/2014 03:06 PM

Final Approval Date: 03/07/2014

REMITTANCE INFORMATION:
National Sheriffs' Association
ATTN: MEMBERSHIP
1450 Duke Street
Alexandria, VA 22314
Tel.703.836.7827
Fax.703.838.5349

FIRST RENEWAL NOTICE

Member ID: 226707

Prepared: 2/4/2014

Please verify contact information and note any updates in the space provided:

Sheriff Guadalupe Trevino, Jr.
PO Box 1228
Edinburg, TX 78540

Item Description	Amount
NSA Membership Dues through 04/30/2015	530.00
Sub Total	**530.00**

I would like to make a donation to the Foundation.

Donation Amount _____

Grand Total _____

Payment Options

Check: Return this form and make check or money order in US Dollars payable to **National Sheriffs' Association**.

Credit Card: Renew online at www.sheriffs.org, or complete the following information and return this form by mail or fax.

[ ] VISA [ ] MasterCard [ ] American Express [ ] Discover

Card No: _____ Expiration: _____ CSC: _____

Cardholder's Name: _____ Signature: _____

Receipt

Keep this portion for your records.

The Foundation has §501(c)(3) nonprofit status and is tax deductible as a charitable contribution as allowed by law. The Tax ID Number is 52-1100429. NSA dues are not deductible.

Member ID	Customer Name	Purchase Order
226707	TREVINO, GUADALUPE	

Product	Taxable Value	Balance	
NSA Membership Dues		530.00	[ ]
	Total	530.00	

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, Guadalupe Trevino, do hereby state that membership in the National Sheriff's 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 Sheriff's Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/19/2014
TITLE: Sheriff

Before me Myra M. Montoya, a Notary Public, appeared Guadalupe Trevino, 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)

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

Myra M. Montoya
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-43337 **Membership Dues 6. B.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398TH D.C. (1100):
Approval to pay annual membership dues to the National Association of Women Judges for Judge Aida Salinas Flores, 398th District Court Judge, in the amount of $210.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by county auditor. (Req. # 252679)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-009-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition # 252679.

Attachments

NAWJ

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/26/2014 11:34 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Esther Cantu Started On: 02/26/2014 10:16 AM

Final Approval Date: 03/07/2014

NAWJ Membership Renewal

Contact Information: FIRST NOTICE 2/17/2014

Please make corrections as necessary:

Name:	Hon. Aída Salinas Flores
Title:	Judge
Court/Organization:	398th Judicial District Court
Address:	100 North Closner, 2nd Floor
City/State/Zip:	Edinburg, TX 78539
Country:	United States of America
Phone:	(956) 318-2470
Fax:	(956) 318-2475
Email:	aida398@aol.com

INVOICE RECEIVED BY: Esther Cantu ON 2/24/14
GOODS/SERVICES RECEIVED BY: Esther Cantu ON 4/14-3/15
APPROVED BY: Aída Salinas Flores

Membership Information:

Membership Category: Voting Member **Member ID:** 155604

Renewal Period: 04/01/2014 - 03/31/2015

Membership Description: Voting members hold judicial positions and are in good standing in the practice of law.

Member Dues: $210.00

Amount Due:

Annual Membership Dues: $_____

I wish to make a contribution to NAWJ: $_____

Total Due: $_____

Method of Payment:

☐ Enclosed is my check made payable to: **NAWJ**

☐ Charge my: Visa/MasterCard/AMEX Card #_____

Exp. Date _____ Signature _____

NAWJ is a 501(c)(3) charitable/educational organization. NAWJ contributions are tax deductible.

Mail to: National Association of Women Judges, Membership Office, 300 Newport Avenue, Williamsburg, VA 23185
Fax: (757) 259-1520

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, Aida Salinas Flores, do hereby state that membership in the National Associati of Women Judges, 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 NAWJ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Aida Salinas Flores DATE: 2/25/14
TITLE: State District Court Judge

Before me Ester Cantu, a Notary Public, appeared Aida Salinas Flores, 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)

ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

Ester Cantu
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-43234 **Budget and Management 7. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $858,092.06 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 02/15/14 to 02/28/14.

02/15-21/14	$357,154.46
02/22-28/14	$500,937.60
TOTAL	$858,092.06

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 2/15-21/14

BCBS 2/22-28/14

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 03:34 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Angelica M. Tapia Started On: 02/19/2014

Final Approval Date: 03/07/2014



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **02/15/2014 to 02/21/2014**

SECTION			
0001-0011	HIDALGO COUNTY	$	208,238.06
0002-0012	HEAD START	$	62,853.12
0003-0013	APPRAISAL DISTRICT	$	9,840.25
0004-0014	COMMUNITY SERVICE AGENCY	$	72.22
0005-0015	DRAINAGE DISTRICT NO.1	$	5,016.86
0006-0016	RETIREES	$	84,265.97
9001-9002	COBRA	$	24,551.19
	STOP LOSS	$	(37,683.21)
	TOTAL	$	357,154.46



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **02/22/2014 to 02/28/2014**

SECTION			
0001-0011	HIDALGO COUNTY	$	232,960.98
0002-0012	HEAD START	$	51,834.39
0003-0013	APPRAISAL DISTRICT	$	7,111.49
0004-0014	COMMUNITY SERVICE AGENCY	$	597.73
0005-0015	DRAINAGE DISTRICT NO.1	$	8,994.00
0006-0016	RETIREES	$	198,179.47
9001-9002	COBRA	$	1,259.54
	STOP LOSS	$	-
	TOTAL	$	500,937.60

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/15/2014 - 02/21/2014 Process Date: 02/21/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/15/2014 - 02/21/2014

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	$709,885.59	$208,238.06	$57,059.56	$0.00	$151,178.50	2,298
TX433	01	002	HEAD START	$172,922.27	$62,853.12	$24,247.18	$0.00	$38,605.94	631
TX433	01	003	APPRAISAL DISTRICT	$16,850.77	$9,840.25	$5,177.69	$0.00	$4,662.56	145
TX433	01	004	COMMUNITY SERVICE	$906.75	$72.22	($102.16)	$0.00	$174.38	2
TX433	01	005	DRAINAGE DISTRICT	$16,618.05	$5,016.86	$2,221.85	$0.00	$2,795.01	80
TX433	01	006	RETIREES	$94,854.66	$84,265.97	$2,728.30	$0.00	$81,537.67	116
TX433	01	007	COBRA	$33,388.70	$24,551.19	$273.52	$0.00	$24,277.67	43
			STOPLOSS	($37,683.21)	($37,683.21)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,045,426.79	$394,837.67	$91,605.94	$0.00	$303,231.73	3,315
			STOPLOSS Total	($37,683.21)	($37,683.21)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,007,743.58	$357,154.46	$91,605.94	$0.00	$303,231.73	3,315

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/22/2014 - 02/28/2014 Process Date: 02/28/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/22/2014 - 02/28/2014

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	$942,846.57	$232,960.98	$74,524.50	$0.00	$158,436.48	2,432
TX433	01	002	HEAD START	$224,756.66	$51,834.39	$9,955.67	$0.00	$41,878.72	644
TX433	01	003	APPRAISAL DISTRICT	$23,962.26	$7,111.49	$2,893.96	$0.00	$4,217.53	125
TX433	01	004	COMMUNITY SERVICE	$1,504.48	$597.73	$20.98	$0.00	$576.75	9
TX433	01	005	DRAINAGE DISTRICT	$25,612.05	$8,994.00	$3,791.72	$0.00	$5,202.28	119
TX433	01	006	RETIREES	$293,034.13	$198,179.47	$3,038.13	$0.00	$195,141.34	60
TX433	01	007	COBRA	$34,648.24	$1,259.54	($28.52)	$0.00	$1,288.06	26
			STOPLOSS	($37,683.21)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,546,364.39	$500,937.60	$94,196.44	$0.00	$406,741.16	3,415
			STOPLOSS Total	($37,683.21)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,508,681.18	$500,937.60	$94,196.44	$0.00	$406,741.16	3,415

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **February 15, 2014 thru February 28, 2014**

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 **$858,092.06**.

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 02/15/2014 to 02/28/2014 is $858,092.06.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of March 11, 2014.

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 Vargas
Employee Benefits Director — Date 3/6/14

Dept. of Budget & Management Budget Officer — Date 03/06/2014

Commissioner's Court Approval — Date

AI-43268 **Purchasing Department 8. A.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Martha L. Salazar, CPPB, Purchasing Agent

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

PRECINCTS 1-2-3-4:
Approval to exercise the County's option to extend the one (1) year renewal as allowed under each contract as follows:

1) **Valley Caliche Products,Inc.-Contract #C-13-011-04-09** for "Type D Hot Mix Asphalt-Gravel" with same rates, terms and conditions; and

2) **Frontera Materials-Contract #C-13-011A-04-09** for "Type D Hot Mix Asphalt-Limestone" with same rates, terms and conditions.

BACKGROUND

Effective as of April 9, 2014 and ending on April 8, 2015.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Precincts 1-2-3-4 user accounts; purchases/services are on an as needed basis. Possible obj. codes-673-731-733.

Attachments

VALLEY CALICHE EXTENSION AND CONTRACT DOCUMENTATION

FRONTERA MATERIALS-EXTENSION AND CONTRACT DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/04/2014 02:14 PM
Budget & Management	Debbie Tamez	03/04/2014 03:22 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Vangie Garcia Started On: 02/20/2014 01:06 PM

Final Approval Date: 03/07/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 20, 2014

Valley Caliche Products, Inc.
Attn: Mark Motheral
P.O. Box 1086
Mission, Texas 78573

Via: Certified Mail #7099-3220-0002-9745-4889
Email: valleycaliche@aol.com

Re: Extension Of Service Contract No: C-13-011-04-09
"Type D Hot Mix Asphalt-Gravel"

Dear Mr. Motheral:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year term as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, **March 11, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Wednesday, February 25, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Mark Motheral Date: FEBRUARY 24, 2014
MARK MOTHERAL

Additionally, we are requesting your company provide an <u>updated certificate of insurances</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification). Your general liability is due to expire on March 1, 2014 and auto liability is due to expire on March 8, 2014. Said agenda item will be on for March 11, 2014, therefore, those listed insurances will be expired. I need the updated insurances as well as the signed extension notice on or before the above referenced date. In addition, please add Hidalgo County as additional insured on the insurance accord as it is detailed on Exhibit C-Insurance Requirements of the RFB.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-13-011-04-09

THIS AGREEMENT (the "Agreement") is entered into as of the 9th day of April, 2013 by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9, 2013** and ending **April 8, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller:
Valley Caliche Products, Inc.
P.O. Box 1086
Mission, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C"attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/9/13

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

COMPANY: Valley Caliche Products, Inc.

By: Mark Motheral
Printed Name: MARK MOTHERAL
Title: VICE PRESIDENT

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By

APPROVED BY COMMISSIONERS COURT ON: 4/9/13.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2013-011-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

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(GRAVEL & LIMESTONE)"
RFB NO: 2013-011-02-20-SGS

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The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 04, 2013
Date

Bid No: 2013-011-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-011-02-20-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-011-02-20-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** 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

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(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"

BID NO.: 2013-011-02-20-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 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

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of **(bids, proposals, statements of qualifications (RFQ) and quotes)** shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 13, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 15, 2013 by 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C.

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONTR PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

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of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

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EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $ 55.00 (FIFTY-FIVE DOLLARS) PER TON F.O.B. PLANT.

BID PRICE PER TON (LIMESTONE): $ NO BID.

PHYSICAL LOCATION OF PIT(S): HOT MIX PLANT IS LOCATED AT 2½ MILE NORTH IOWA ROAD IN MISSION, HIDALGO COUNTY, TEXAS.

OPENED
9:42
2-20-13
Witnessed

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC.
ADDRESS: P.O. BOX 1086
CITY/STATE/ZIP: MISSION, TEXAS 78573
PHONE NO/FAX NO: PHONE (956) 581-2751 FAX (956) 585-6844
CELL PHONE NO: N/A
E-MAIL ADDRESS: valleycaliche@aol.com
AUTHORIZED SIGNATURE: Mark Motheral
TITLE: MARK MOTHERAL

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2014

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	CRC/Crump Insurance Services, Inc. 13105 Northwest freeway, Suite 950 Houston TX 77040	CONTACT NAME:	
		PHONE (A/C, No, Ext): (713) 690-0500	FAX (A/C, No): (713) 690-8319
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Admiral Insurance Company	
INSURED	Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CA000014804-05	03/01/2014	03/01/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	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	$ 2,000,000
	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 included as an additional insured per endorsement CG2010.

AI 000270

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2014

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	R. N. Jones Agency, Inc. 510 E. Harrison (78550) P. O. Box 532267 Harlingen TX 78553-2267	CONTACT NAME:	
		PHONE (A/C, No, Ext): (956) 423-1147	FAX (A/C, No): (956) 423-3906
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Texas Mutual Insurance Co	
INSURED	Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086	INSURER B : Philadelphia Indemnity IC	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			PHPK1137194	03/08/2014	03/08/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0012396501	05/11/2013	05/11/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AI 000270

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2003	Ford	F-250		1FTNW20L43EA89590	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT	X	UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL		X	MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$			
	SERVICE			NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	Ford	F-150 Crew Cab		1FTPW14555KC65582	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT	X	UNDRINS MOTOR		F	X	LSP		RENT REIMB	DEDUCTIBLES	ACV		COMP/ OTC	X	SPEC C OF L
FARM	RETAIL		X	MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$499			
	SERVICE			NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$		$499		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2005	Ford	F-150 Supercab		1FTRX12W55NA52681	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$			
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2006	Ford	F-250		1FTSW20526ED75494	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$			
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
5	2007	Ford	F-550		1FDAF56P47EA58948	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$			
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	Ford	F-550		1FDAF56F8YEC72365	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
7	2003	Ford	F-350		1FDWF36LX3EB21553	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$12,675

USE				CHECK COVERAGES															
PLEASURE	COMM'L X	FOR HIRE		LIAB X	ADD'L NO-FAULT	UNDRINS MOTOR X	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT X	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	1996	Big Tex	30LP		16VDXD815T1C77078	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	1996	Big Tex	12PI		4K8PX182XT1310719	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
11	1998	Big Tex	50LA		4K8NX1625W1C34411	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
13	1986	International		PP SPEC COML			
		MODEL: 1954	V.I.N.: 1HTLDUXP5GHA29099				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG		AA		ST AMT	$		
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL		< 15 MILES		15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
14	1989	International		PP SPEC COML			
		MODEL: 1954	V.I.N.: 1HTLDTVP4KH665984				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG		AA		ST AMT	$		
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL		< 15 MILES		15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2003	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTNX20LX3EB74737				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG		AA		ST AMT	$		
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL		< 15 MILES		15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2004	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTNW21P54EB53459				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG		AA		ST AMT	$		
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL		< 15 MILES		15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2005	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTSW2OP75EA10230				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG		AA		ST AMT	$		
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL		< 15 MILES		15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2006	Ford	F250		1FTSW20566EA51643	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	2000	Ford	F-550		1FDAF56F2YED07594	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2012	Chevrolet	Silverado		3GCPKREA9CG299776	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$36,523.71

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

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				2013 Auto
Item	Year	Make	Model	VIN #
TRACTORS				
TRAILERS				
	96	BIG TEX	30LP	16VDXD815T1C77078
	96	BIG TEX	12PI	4K8PX182XT1310719
	98	BIG TEX	50LA	4K8NX1625W1C34411
TRUCKS				
	86	INT'NAL	1954	1HTLDUXP5GHA29099
	89	INT'NAL	1954	1HTLDTVP4KH665984
	00	Ford	F550	1FDAF56F2YED07594
	00	Ford	F550	1FDAF56F8YEC72365
	07	Ford	F550	1FDAF56P47EA58948
PICKUP				
	03	Ford	F250	1FTNW20L43EA89590
	03	Ford	F250	1FTNX20LX3EB74737
	03	Ford	F350	1FDWF36LX3EB21553
	04	Ford	F250	1FTNW21P54EB53459
	05	Ford	F250	1FTSW2OP75EA10230
	05	Ford	F150	1FTPW14555KC65582
	05	Ford	F150	1FTRX12W55NA52681
	06	Ford	F250	1FTSW20566EA51643
	06	Ford	F250	1FTSW20526ED75494
	12	CHEV	Silverado	3GCPKREA9CG299776
		ENO		
		Hired		

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:38 PM
Subject : Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:35:10 PM
Subject: RE: Review Of Contract - Type D Hot Mix Gravel & Limestone

The revised contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 3:04 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Mr. Crain:
This maybe a duplicate request. If so, disregard. Corrections you brought to our attention have been made.
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:44:03 PM
Subject: Re: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Marty:
Attached for legal's review as to form are the two contracts with the correction under "paragraph m" in order to proceed.

Original Message -----
From: Martha Salazar <martha.salazar@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

February 25, 2014

Frontera Materials
Attn: Barry Ehlinger
P.O. Box 1449
Elsa, Texas 78543

Via: Certified Mail #7099-3220-0002-9744-7621
Email: bmefrontera@aol.com

Re: Extension Of Service Contract No: C-13-011A-04-09
"Type D Hot Mix Asphalt-Limestone"

Dear Mr. Ehlinger:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year term as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, **March 11, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **5:00 p.m., Wednesday, February 25, 2014 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: Feb. 25, 2014

Additionally, we are requesting your company provide an <u>updated certificate of insurances</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-13-011A-04-09

THIS AGREEMENT (the "Agreement") is entered into as of the **9TH** day of **April, 2013** by and between **Frontera Materials Inc.**("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9 , 2013** and ending **April 8, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: **Frontera Materials,Inc.**
P.O. Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C"attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/9/13 - RO

ATTEST: Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

COMPANY: Frontera Materials, Inc.

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By _____

APPROVED BY COMMISSIONERS COURT ON: 4/9/13.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2013-011-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

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HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
RFB NO: 2013-011-02-20-SGS

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2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 04, 2013
Date

Bid No: 2013-011-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

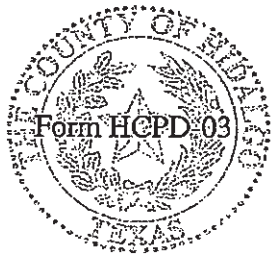
BID OPENING DATE:

FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-011-02-20-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-011-02-20-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** 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

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(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"

BID NO.: 2013-011-02-20-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 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

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of **(bids, proposals, statements of qualifications (RFQ) and quotes)** shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 13, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 15, 2013 by 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:	
INSURER B:	
INSURER C.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTR PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)**

_Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ➤

☐ Exempt payee

☐ Other (see instructions) ➤

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–			–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ➤ Date ➤

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

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of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

OPENED 2/13

BID PRICE PER TON (GRAVEL): $ 58.00/TON FOB LaJoya 2-20-13

BID PRICE PER TON (LIMESTONE): $ 58.00/TON FOB Progresso

Witnessed

PHYSICAL LOCATION OF PIT(S):

LaJoya: 2.5 miles N of US 83 on FM 2221, LaJoya

Progresso: .5 miles E of FM 1015 on Military Hwy 281

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: Po Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-316-8954, 8905

CELL PHONE NO: 956-607-5965

E-MAIL ADDRESS: bmefrontera@AOL.com

AUTHORIZED SIGNATURE: Bobby McElroy

TITLE: Materials Mgr.

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The Chapter Oak Fire Ins Co
INSURED Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER B: Travelers Casualty Ins. Co. of INSURER C: The Travelers Indemnity Company INSURER D: The Standard Fire Ins. Co. INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 2013-2014 — 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 [X] PRO-JECT [ ] LOC			660-1C405755	9/1/2013	9/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-5D227668	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-1C405687	9/1/2013	9/1/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1C405675	9/1/2013	9/1/2014	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)

CERTIFICATE HOLDER

Hidalgo County
100 N. Closner Blvd
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

Robert R Garza/CO

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AI-43473 **Purchasing Department 8. B.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #4

Information

CAPTION

1. Requesting approval of payment for Invoice # 11324742 in the amount of $94,221.70 submitted by L&G Engineering in connection to C-12-126-10-16 (PO# 700265) for the 10th Street Extension-WA#2 Project.

2. Requesting approval of payment for Invoice # 11324744 in the amount of $12,880.80 submitted by L&G Engineering in connection to C-13-178-08-20 (PO# 696996) for the FM2220 (Ware Rd.) Project.

3. Requesting approval of payment for Invoice # 11324746 in the amount of $12,431.15 submitted by L&G Engineering in connection to C-12-126-10-16 (PO# 688820) for the 10th Street Extension- WA#1 Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00-124-030-841/731

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

BUDGETARY IMPACT:

PO#700265

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00-124-135-0-841

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

BUDGETARY IMPACT:

PO#696996

FISCAL YEAR: 2014 ACCT. #: 4-1341-431-00-124-030-0-841/731/711

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

BUDGETARY IMPACT:

PO#688820

Attachments

Inv # 11324742

Inv # 11324746

Inv # 11324744

Form Review

Inbox	Reviewed By	Date

Budget & Management	Debbie Tamez	03/06/2014 04:39 PM
Glinda Pacheco	Glinda Pacheco	03/07/2014 09:43 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 03/06/2014 02:39 PM

Final Approval Date: 03/07/2014

L&G Engineering
Transportation Consultants

March 3, 2014

RECEIVED
MAR 06 2014
BY: VL

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 February 2014. 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#2

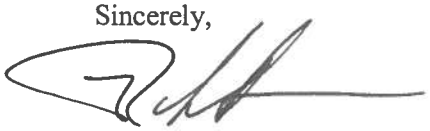
FC 15001 – FIELD SURVEYS		**% Complete**
L&G has coordinated with the surveying firm and provided them with all of the relevant data to begin their work. L&G has conducted a field visit with the surveyor to discuss any possible issues. L&G has provided DLS with the TxDOT control information set on SH 107 & FM 1925. L&G has also provided DLS with a standard ROE letter for their use. L&G has reviewed their topographic data for completeness.	**L&G**	**95%**
FC 15010 – FIELD SURVEYS - SUB		
DLS has set all of the primary and secondary project controls. They have finalized the topographic survey and provided the cad files (2D & 3D). Once the utility potholes come in, they will provide us with the utility pickups.	**DLS**	**95%**
FC 16001 – ROADWAY DESIGN		
L&G has received TxDOT's comments on the 30% PS&E package submitted. L&G continues to develop the PS&E design in preparation for the 60% submittal at the end of March.	**L&G**	**50%**
FC 16002 – ROADWAY DESIGN - OUTFALL		
L&G has received TxDOT's comments on the 30% PS&E package submitted. L&G continues to develop the outfall design in preparation for the 60% submittal at the end of March.	**L&G**	**50%**
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%**
FC 16250 – SIGNAL DESIGN – SUB		
Warrant Studies: All of the data has been collected and analyzed. A draft report has been completed and submitted to TxDOT for review.	**ETSI**	**44.9%**

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

Signal Design: This work has not begun.		
FC 16308 – PERMITED UTILITIES		
The utility locations were plotted and placed on the U&D's on the 30% PS&E package submitted to TxDOT. L&G Engineering continues to update the U&D's in preparation for the 60% submittal. L&G continues to coordinate with all of the utility companies. L&G has determined a possible conflict with a line owned by HCID #1 and has scheduled a meeting with Pct. #4 staff and the Irrigation District to further discuss.	**L&G**	**50%**

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 #: 11324742 ✓
INVOICE DATE: 02/28/14

RECEIVED
MAR 06 2014
BY: VL

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

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2014.						
15001-Field Survey	45,001.00	42,750.95		42,750.95	95.0	2,250.05
15010-Field Srvy/Sub	80,000.00	76,000.00		76,000.00	95.0	4,000.00
16001-Rdwy Dsgn	799,217.00	319,686.80	79,921.70 - 10%	399,608.50	50.0	399,608.50
16002-Rdwy Dsgn-Outf	48,000.00	19,200.00	4,800.00 - 10%	24,000.00	50.0	24,000.00
16205-Sign,Marki,Dsg	59,721.00	26,874.45		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	38,000.00	9,500.00 - 10%	47,500.00	50.0	47,500.00
TOTALS:	1,187,220.00	549,604.05	94,221.70	643,825.75	54.2	543,394.25

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	$	643,825.75
LESS PREVIOUS INVOICES	$	549,604.05
CURRENT PAYMENT DUE	$	94,221.70

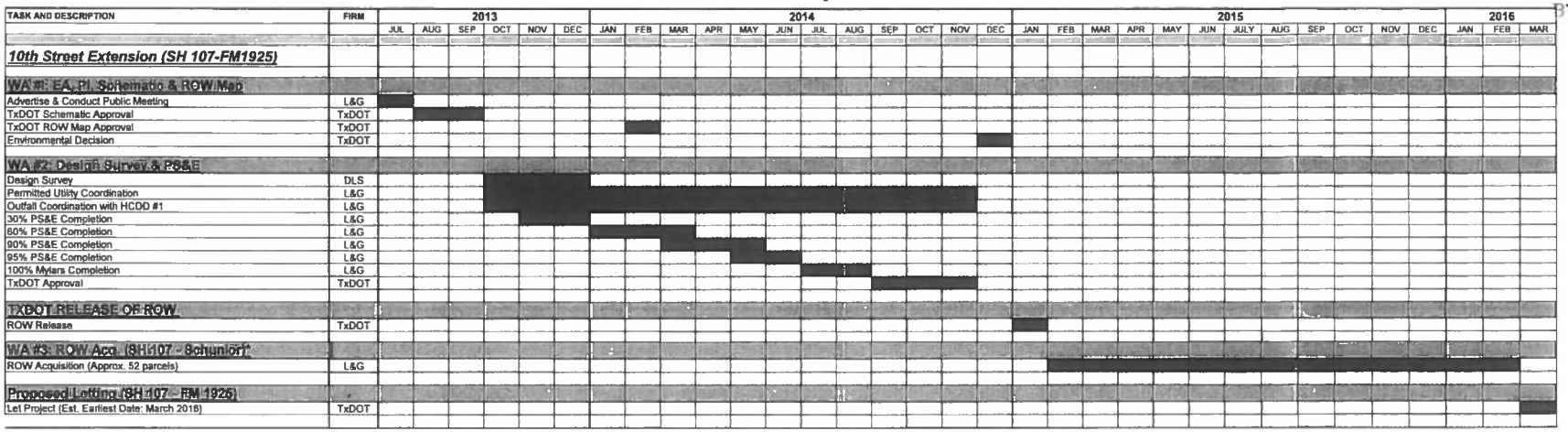
PROJECT MANAGER'S SIGNATURE

4-1315 431-00-124-0300-841 751
Pct. # 1348
Pur. Req. # 245287
P.O. # 700265 MM

Invoice Received By: _____ on 3/6/14
Goods/Services Received By: _____ on _____

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



* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
TXDOT FUNCTION

11:50 AM3/19/2014

L&G Engineering
Transportation Consultants

March 3, 2014

MAR 06 2014
BY: VL

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 February 2014.

- 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.

Our office has been closely coordinating the subject project with your office and all work associated with our "**Lump Sum Contract.**" The majority of the estimated Work Authorization No. 1 has been completed. The original estimate was to sub contract all of the Archeological and Historical Resources work associated with this project; however, in order to expedite the completion of the work, a change was made and the work was distributed between L&G Engineering and Ama Terra and the attached invoice reflects the distribution of money for this lump sum contract.

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 received comments from TxDOT-ENV on the Administratively Complete Document and returned the revised document for final review on February 21, 2014.	**L&G**	**95%**
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 12009 – L&G ARCHEOLOGICAL & HISTORICAL		
L&G provided and developed the GIS data, shapefiles, typical sections, and maps associated with the project. L&G also provided project descriptions and introductory write-ups for the reports. L&G obtained and provided National Bridge Inventory information, logistical field support, QA/QC on all reports, and coordinated all submittals with TxDOT. This task is complete.	**L&G**	**100%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
Both the Archeological and Historical reports have been cleared. This task is complete.	**Amaterra**	**100%**
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**	**55%**
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 drawn the deed sketches with boundary and lot lines and continues to recover property corners throughout the project. ROW continues to develop the parcel sketches & field notes.	**ROW**	**55%**
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

Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324746
INVOICE DATE: 02/28/14

RECEIVED
MAR 06 2014
BY: VC

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 February 2014.						
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	85,522.35	4,751.24	90,273.59	95.0	4,751.24
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	
12009-Arch & Hist	7,674.66		7,674.66	7,674.66	100.0	
12070-Arch&Hist-SUB	15,582.04	15,576.79	5.25	15,582.04	100.0	
13002-ROW Mapping	77,906.22	42,848.42		42,848.42	55.0	35,057.80
13020-ROW Map/Sub	130,000.00	71,500.00		71,500.00	55.0	58,500.00
16101-Hydro Map	30,017.18	30,017.18		30,017.18	100.0	
TOTALS:	621,824.10	511,083.91	12,431.15	523,515.06	84.2	98,309.04

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	523,515.06
LESS PREVIOUS INVOICES	$	511,083.91
CURRENT PAYMENT DUE	$	12,431.15

PROJECT MANAGER'S SIGNATURE

4-1341 431-00-124-0300- 841 731 311
Pct. # 387
Pur. Req. # 232402
P.O. # 688820

Invoice Received By: on 3/6/14
Goods/Services Received By: on

RECEIVED
MAR 06 2014
BY: VL

Exhibit D
Fee Schedule

Cultural Resources Investigations
10th Street from SH 107 to FM 1925
Hidalgo County, Texas

COMPENSATION

L&G Engineering will compensate AmaTerra on a firm fixed price (lump sum) basis **$15,582.04**. AmaTerra will invoice L&G Engineering in accordance with the schedule of values shown below.

Schedule of Values		
10th Street: From SH 107 to FM 1925		
TASK		
Project Coordination Request/Archeological Background Report/NEPA Text	$	3,103.00
Historic Resources Research Design, Reconnaissance Survey and Report	$	8,625.00
Archeological Survey and Report	$	3,854.04
TOTAL	**$**	**15,582.04**

RECEIVED
MAR 06 2014
BY: VL

AmaTerra

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

Attn: Velma Garcia

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Project Mgr Tom Eisenhour
eisen@amaterra.com

Hidalgo County Pct. 4, 10th Street
WA #5

AmaTerra Project # 184-011- 10th Street

Thank You for including AmaTerra as part of your Project Team!	**TOTAL**	**$2,206.67**

To correct sub invoice previously billed.

O • C

2,206.67 +
2,201.42 - Invoiced 10/31/13 - Inv# 1132461.2
5.25 *

posted

Client: Hidalgo County

MAR 0 6 2014
BY: VL

TASK AND DESCRIPTION	FIRM	2012		2015									2016		
		OCT	NOV	DE APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
10th Street Extension															
Phase I: EA, PI, Schem (SH 107 - FM 1925)															
Schematic Development															
Develop Alternatives & Matrix	L&G														
Select TPA	L&G														
Finalize Schematic	L&G														
TxDOT Review & Revisions	TxDOT														
TxDOT Approval	TxDOT														
Public Involvement															
Advertise & Conduct Public Meeting	L&G														
Environmental Clearance															
Prepare Environmental Document	L&G														
Submit Final Draft Document	L&G														
Agency Review & Revisions	TxDOT														
Environmental Decision	TxDOT														
Phase II: PS&E & ROW Map															
Design Survey (SH 107 - FM 1925)															
Obtain Right of Entry (Surveying)	DLS														
Design Surveys	DLS														
Update DTM & Planimetrics	DLS														
Provide Field Books	DLS														
Provide Sealed Survey Data Sheets	DLS														
PS&E (SH 107 - FM 1925)															
Compensable Utility Oversight	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														
ROW Map (SH 107 - Schunior Ave.)															
Prepare ROW Map	ROW														
TXDOT Review & Revisions	TxDOT														
TxDOT Approval	TxDOT														
TXDOT RELEASE OF ROW															
ROW Release by TxDOT	TxDOT														
Phase II: 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														
(Dependent on Availability of Funds)															

* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL
TXDOT FUNCTION

L&G Engineering
Transportation Consultants

March 3, 2014

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
MAR 06 2014
BY:

RE: FM 2220 (Ware Rd.) Project – Work Authorization No. 1
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM 676)
PO#696996 - L&G Project#130701

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of February 2014.
- L & G's Invoice (and sub-consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consist of engineering services required for the preparation of Environmental Assessment, Public Involvement and to complete the ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676). The following is a narrative of the progress report for this work authorization.

Work Authorization #1

FC 12001 – ENVIRONMENTAL ASSESSMENT REPORTS		**% Complete**
L&G has submitted all of the necessary reports associated with the project and is waiting on TxDOT to complete the review of said reports.	**L&G**	**50%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is considered complete.	**L&G**	**100%**
FC 12007 – ARCHEOLOGICAL/HISTORICAL RESEARCH		
The historical survey was completed and we are developing the report for submittal in March.	**L&G**	**75%**
FC 12008 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING		
This task is complete.	**L&G**	**100%**
FC 12009 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING/HEARING FOR ROW ACQUISITION		
L&G met with the Hidalgo County PCT #4 Commissioner on a weekly basis to provide a status on the continuous activities and the progress of the project. In addition, L&G met with TxDOT on February 6, 2014 to discuss the status of this project. TxDOT sent out response to comments letters on February 14, 2014 and are planning to open comments up to February 28th. They plan to hold a public meeting tentatively set for April 17th. Next meeting is schedule for the 1st Thursday of March.	**L&G**	**40%**
FC 13002 – RIGHT-OF-WAY MAP		
L&G continues to coordinate with ROWSS on a weekly basis on the development of the ROW Map. L&G has reviewed ROWSS 60% submittal of the ROW map and returned it w/comments. ROWSS has now submitted the 60% submittal of the ROW map to L&G for further submittal to TxDOT for their review and comment.	**L&G**	**50%**

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 13020 – RIGHT-OF-WAY MAP – SUB		
ROWSS met with L&G Engineering to continue coordinate as per the project scope. ROWSS continues to coordinate with TxDOT and Surveyor to obtain final alignment and waiting for response on comments for map and alignment. ROWSS continues to develop deed files. Waiting for TxDOT for final review on parcels. Survey line has been drawn with TxDOT's alignment and submitted for review and comment. Continues research individual parcels. Discussed issues with irrigation district easements and discussed with TxDOT final deliverable.	**ROWSS**	**60%**

5%

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,
L&G Engineering

Velma N. Garcia
Project Manager

Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324744
INVOICE DATE: 02/28/14

RECEIVED
MAR 06 2014
BY: VL

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 130701
FM 2220 (Ware Rd.) Project
WA#1 - PO#696996
Mile 3N to Mile 5N

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2014.						
12001-EA Reports	120,000.00	60,000.00		60,000.00	50.0	60,000.00
12002-Pub Involvment	25,000.00	25,000.00		25,000.00	100.0	
12007-Arch/Hist Res	35,000.00	24,609.20	1,640.80	26,250.00	75.0	8,750.00
12008-Eng Tech Mtgs	25,000.00	25,000.00		25,000.00	100.0	
12009-Eng Tech/ROW	25,000.00	8,750.00	1,250.00	10,000.00	40.0	15,000.00
13002-ROW Mapping	40,700.00	16,280.00	4,070.00	20,350.00	50.0	20,350.00
13020-ROW Map/Sub	118,400.00	65,120.00	5,920.00	71,040.00	60.0	47,360.00
TOTALS:	389,100.00	224,759.20	12,880.80	237,640.00	61.1	151,460.00

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	389,100.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	389,100.00
TOTAL COMPLETED TO DATE	$	237,640.00
LESS PREVIOUS INVOICES	$	224,759.20
CURRENT PAYMENT DUE	$	12,880.80

4-1315 431-00-12413 5-0-841
Pct. # 1046
Pur. Req. # 240672
P.O. # 696996 MAB

Invoice Received By: _____ on 3/6/14
Goods/Services Received By: _____ on _____

R. O. W. SURVEYING SERVICES

RECEIVED
MAR 06 2014
BY: VL

February 28, 2014

Jacinto Garza, President/CEO
L & G Engineering
Attn: Velma Garcia, Project Manager
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Invoice #14-0007
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220--Work Authorization #3
Limits: from Mile 3 (FM 1924) to Mile 5 (Auburn Rd.)

Dear Mr. Garza:

Attached for your approval is our invoice for services rendered for the month of January, 2014.

- ROW'S Invoice
- Exhibit C – Work Schedule
- Progress Report #3
- Preliminary ROW w/Title Sheet, index of parcels and ROW map

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	$118,400	$65,120	$65,120	$5,920	$47,360	60%
			Total Due	$5,920		

Make Checks Payable to: **ROW Surveying Services**

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

R. O. W. SURVEYING SERVICES, LLC
TBPLS Reg. # 10193886
900 S. Stewart Rd. Suite 11 -- Mission, TX 78572
PH 956.451.2670 -- FX 956.583.7116

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

EX: 2L

TASK AND DESCRIPTION	ENTITY	2013					2014											2015												2016						
		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	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																																				
Environmental Work																																				
County Hires Eng Consultant for EA Work	County																																			
TxDOT's First Public Meeting	TxDOT																																			
TxDOT's Second Public Meeting	TxDOT																																			
EA Document	County																																			
Environmental Decision	TxDOT																																			
ROW Map																																				
ROW Map Development	County																																			
Phase II: ROW Acq (Est. 37 Parcels)																																				
TxDOT Release of ROW																																				
ROW Release	TxDOT																																			
ROW Acquisition																																				
County Acquires ROW (Est. 37 Parcels)	County																																			
Compensable Utilities Adjustment																																				
Adjust Utilities	County																																			
Phase III: Construction																																				
Project Letting																																				
TxDOT Advertise for Letting	TxDOT																																			
Let Project (Est. Earliest Date:Jan 2016)	TxDOT																		Estimated 37 Months Construction Duration																		

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

Estimated 37 Months Construction Duration

4:31 PM2/19/2014

AI-43360 **Purchasing Department 8. C.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 3 in the amount of $206,251.65 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: 2014 ACCT. #: 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO# 698457

Attachments

Payment App. No. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2014 10:07 AM
Budget & Management	Debbie Tamez	03/07/2014 10:22 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Rocio Villarreal Started On: 02/26/2014 05:02 PM

Final Approval Date: 03/07/2014

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-561

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.: Three
PERIOD TO: 1/31/2014
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
CONTRACT FOR: General Construction

VIA: Alcocer Garcia Associates, Inc
George Garcia
1333 East Jasmine Avenue
McAllen, TX78501

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**		81,802.00
3. **CONTRACT SUM TO DATE (Line 1 + 2)**		3,457,022.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on)		549,586.00
5. **RETAINAGE:**		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 27,479.30	
b. 5% of Stored Material (Column F on Continuation Sheet)	—	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		27,479.30
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		522,106.70
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		315,855.05
8. **CURRENT PAYMENT DUE**		**$ 206,251.65**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 2,934,915.30	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 8,151.00	$ —
Total approved this Month	73,651.00	—
TOTALS	**81,802.00**	—
NET CHANGES by Change Order		**$ 81,802.00**

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: February 18, 2014

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 18th day of February, 2014

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

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 $ 206,251.65

(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: George A Garcia Date: 2-19-14

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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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	27,350.00	15,600	—	42,950.00	26%	124,904.00	2,147.50
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	—	19,400.00	100%	—	970.00
02-052	Interior Temp Air Ventilation for Skytrack	3,500.00	—	3,500	—	3,500.00	100%	—	175.00
02-053	Remove Vaults, labor	7,780.00	3,890.00	3,890	—	7,780.00	100%	—	389.00
02-054	Remove Vaults, material	11,000.00	5,500.00	5,500	—	11,000.00	100%	—	550.00
02-055	Remove Vaults, disposal	2,220.00	1,110.00	1,110	—	2,220.00	100%	—	111.00
02-056	Cost increase, Vaults, Demolition	21,500.00	10,750.00	10,750	—	21,500.00	100%	—	1,075.00
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	7,550.00	—	—	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	1,800	—	12,000.00	100%	—	600.00
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 Generato	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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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
	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	—	2,733.00	100%	—	136.65
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	—	4,725	—	4,725.00	12%	34,546.00	236.25
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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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
	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	—	8,400	—	8,400.00	80%	2,100.00	420.00
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	—	10,200	—	10,200.00	25%	30,541.00	510.00
09-104	Metal Stud Labor	37,037.00	—	5,600	—	5,600.00	15%	31,437.00	280.00
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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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	34,300.00	—	—	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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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
09-900	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	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Demolition, material	3,000.00	3,000.00	—	—	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	—	18,919.00	100%	—	945.95
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.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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
	HVAC Contractor								
15-501	Indoor AHU	43,900.00	—	—	—	—		43,900.00	
15-502	Direct Digital Controls	137,400.00	—	5,894	—	5,894.00	4%	131,506.00	294.70
15-503	Air Flow Devices	23,300.00	—	—	—	—		23,300.00	
15-504	Ductwork	230,000.00	—	38,500	—	38,500.00	17%	191,500.00	1,925.00
15-505	Insulation	47,000.00	—	—	—	—		47,000.00	
15-506	Hydronic Piping	40,000.00	—	6,800	—	6,800.00	17%	33,200.00	340.00
15-507	Miscellaneous Items	18,000.00	—	3,000	—	3,000.00	17%	15,000.00	150.00
15-508	Labor	71,000.00	—	8,800	—	8,800.00	12%	62,200.00	440.00
15-509	Ancillary Items	5,000.00	—	1,200	—	1,200.00	24%	3,800.00	60.00
15-510	VAV Boxes	13,400.00	—	—	—	—		13,400.00	
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	5,500.00	—	—	5,500.00	6%	81,915.00	275.00
16-106	Branch conduit / wire, labor	84,702.00	2,000.00	—	—	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	3,758.00	—	—	3,758.00	67%	1,876.00	187.90
16-113	Demolition	34,312.00	33,240.00	—	—	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

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Three

Application Date: 1/31/2014

Period From: 1/1/2014

To: 1/31/2014

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
	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								
CO 01	Replace existing isolation valves	8,151.00	—	8,151	—	8,151.00	100%	—	407.55
CO 01	Revisions to floor plan layouts								
CO 01	Extended General Conditions	44,373.00	—	44,373	—	44,373.00	100%	—	2,218.65
CO 01	Not To Demolish 2 of the Vaults	(9,000.00)	—	(9,000)	—	(9,000.00)	100%	—	(450.00)
CO 01	Demolish the CIP Concrete Under Escalator	5,900.00	—	5,900	—	5,900.00	100%	—	295.00
CO 01	Back Fill Pit Underneath Escalator	1,062.00	—	1,062	—	1,062.00	100%	—	53.10
CO 01	Delete 2' of Base Cabinet and Countertop @ R	(204.00)	—	—	—	—		(204.00)	
CO 01	Delete All Millwork @ Breakroom 163	(890.00)	—	—	—	—		(890.00)	
CO 01	Delete Lavatory Counters @ Mens RR 152 & V	(810.00)	—	—	—	—		(810.00)	
CO 01	Add Millwork @ Lounge 108	1,850.00	—	—	—	—		1,850.00	
CO 01	Additional Interior Partitions	1,900.00	—	—	—	—		1,900.00	
CO 01	Additional Ceramic Tile Floor/Base and Wall T	5,650.00	—	—	—	—		5,650.00	
CO 01	Additional Ceramic Tile Floor/Base and Wall T	2,300.00	—	—	—	—		2,300.00	
CO 01	Additional Ceramic Tile Floor/Base and Wall T	2,750.00	—	—	—	—		2,750.00	
CO 01	Additional Painting of Additional Interior Partitio	3,060.00	—	—	—	—		3,060.00	
CO 01	Delete Toilet Partitions In Mens RR 152 & Wor	(1,385.00)	—	—	—	—		(1,385.00)	
CO 01	Plumbing Contractor	1,000.00	—	—	—	—		1,000.00	
CO 01	Sawcut and Remove Concrete for Different Pl	1,753.00	—	—	—	—		1,753.00	
CO 01	Electric Contractor	6,790.00	—	—	—	—		6,790.00	
CO 01	D. Wilson Construction Company Fee	3,304.00	—	—	—	—		3,304.00	
CO 01	Bond & Insurance	1,652.00	—	—	—	—		1,652.00	

	Remodel Administration Bldg	Application No.:	Three
Job #	12-561	Application Date:	1/31/2014
Retainage:	5%	Period From:	1/1/2014
		To:	1/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
CO 01	Add Thermal insulation above ceiling	2,596.00	—	—	—	—		2,596.00	
	Contract sum	3,457,022.00	332,479.00	217,107.00	-	549,586.00	16%	2,907,436.00	27,479.30

CERTIFIED STATEMENT

Certified Statement

I, **(Timothy J. Mickunas)**, Secretary/Treasurer of **D. Wilson Construction Company**, as of **(January 31, 2014)**, state and affirm the following in reference to the **Hidalgo County Administration Building Renovation 1st and 2nd Floors, Edinburg** project:

"There are no known mechanics', materialman's or laborer' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional."

Timothy J. Mickunas
Name:

Signature:

2/18/14

Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me by the above named individual on 2/18/14.

(Notary Seal)

Notary Signature:

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

SUBCONTRACTOR'S RELEASE OF LIENS

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Remodel Administration Bldg**

Job No: **12-561**

The signer of this document has been paid and has received a progress payment in the sum of **$7,600.00** for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** on the property of **Hidalgo County Purchasing Dept** located at **100 East Cano Street , Edinburg, TX. 78539** to the following extent: **Remodel Administration Bldg**. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date: 01/13/14

G&S Glass, LLC (Company Name)

By: (Signature)

Gustavo Casas, President (Title)

Description of attachments: _____

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 13th day of January, 2014, by Gustavo Casas, on behalf of G&S Glass, LLC.

DANA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
October 26, 2017

Dana Rodriguez
Notary Public in and for the State of Texas

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Remodel Administration Bldg**

Job No: **12-561**

The signer of this document has been paid and has received a progress payment in the sum of **$24,121.45** for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** on the property of **Hidalgo County Purchasing Dept** located at **100 East Cano Street , Edinburg, TX. 78539** to the following extent: **Remodel Administration Bldg**. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date: 1/27/2014

Metro Electric Inc (Company Name)

By: Lisa MacDonald (Signature)

Accounting Manager (Title)

Description of attachments: _____

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 27 day of January, 2014, by Lisa MacDonald, on behalf of Metro Electric, Inc.

Maria L. Figueroa
Notary Public in and for the State of Texas

Maria L. Figueroa
Notary Public,
State of Texas
Expires: 12-17-2017

NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Remodel Administration Bldg**

Job No: **12-561**

The signer of this document has been paid and has received a progress payment in the sum of **$9,595.00** for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** on the property of **Hidalgo County Purchasing Dept** located at **100 East Cano Street , Edinburg, TX. 78539** to the following extent: **Remodel Administration Bldg.** The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **D. Wilson Construction Company** as indicated in the attached statement(s) or progress payment requests(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress statement request(s).

Date: January 27, 2014

Mion Terrazo Tile (Company Name)

By: Robert Mion (Signature)

Robert Mion, President (Title)

Description of attachments: _____

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me on the 27th day of January, 2014 by Robert Mion, President, on behalf of Mion Terrazzo Tile & Marble

Norma E. Gonzalez
Notary Public in and for the State of Texas

Norma E Gonzalez
Notary Public
State of Texas
my comm. exp. 05312015

CERTIFIED PAYROLL REPORTS

MECHANICAL STAR SYSTEMS, 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 ☑	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Mechanical Star Systems Inc.	P O BOX 1694, Pharr, TX 78577	2	12/17/2013	Hidalgo County Renovation to Former Administration Bldg	Hidalgo Co Renovation Former Adm Bldg

(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	W	T	F	S	S	M	T	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	MEDICARE TAX		OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					11	12	13	14	15	16	17										
					HOURS WORKED EACH DAY																
Saul Gamez, Jr. 4810 Walnut St., Edinburg, TX 78541 628-10-0725	4	Foreman, Laborer, Common	O											$560.00	$34.72	$11.00	$8.12			$53.84	$506.16
			S	8.00	8.00	8.00			8.00	8.00		40.0(	14.00								
Mateo Gamez 905 Bell St, Pharr, TX 78577 466-85-8720	6	Laborer, Common	O											$440.00	$27.28	$0.00	$6.38			$33.66	$406.34
			S	8.00	8.00	8.00			8.00	8.00		40.0(	11.00								
Roberto Duran 223 W Juarez, Pharr, TX 78577 456-87-5353	1	Laborer, Common	O											$400.00	$24.80	$17.00	$5.80			$47.60	$352.40
			S	8.00	8.00	8.00			8.00	8.00		40.0(	10.00								
Juan F Tovar 906 E Bell St., Pharr. TX 78577 649-13-8971	2	Laborer, Common	O											$400.00	$24.80	$10.00	$5.80			$40.60	$359.40
			S	8.00	8.00	8.00			8.00	8.00		40.0(	10.00								
Victor Gamez 217 W Stubbs, Edinburg, TX 78539 645-14-9097	1	Laborer, Common	O											$440.00	$27.28	$21.00	$6.38			$54.66	$385.34
			S	8.00	8.00	8.00			8.00	8.00		40.0(	11.00								
Jesus Moreno 5819 S 27 Lane, McAllen, TX 78503 565-29-9277	3	Laborer, Common	O											$600.00	$37.20	$22.00	$8.70			$67.90	$532.10
			S	8.00	8.00	8.00			8.00	8.00		40.0(	15.00								
			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)

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 ☑
Mechanical Star Systems Inc.

ADDRESS P O BOX 1694, Pharr, TX 78577

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 1

FOR WEEK ENDING 12/10/2013

PROJECT AND LOCATION Hidalgo County Renovation to Former Administration Bldg

PROJECT OR CONTRACT NO. Hidalgo Co Renovation Former Adm Bldg

(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	W	T	F	S	S	M	T	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	MEDICARE TAX		OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					04	05	06	07	08	09	10										
				HOURS WORKED EACH DAY																	
Saul Gamez, Jr. 4810 Walnut St., Edinburg, TX 78541 628-10-0725	4	Foreman, Laborer, Common	O											$560.00	$34.72	$11.00	$8.12			$53.84	$506.16
			S	8.00	8.00	8.00			8.00	8.00	40.00	14.00									
Mateo Gamez 905 Bell St, Pharr, TX 78577 466-85-8720	6	Laborer, Common	O											$440.00	$27.28	$0.00	$6.38			$33.66	$406.34
			S	8.00	8.00	8.00			8.00	8.00	40.00	11.00									
Roberto Duran 223 W Juarez, Pharr, TX 78577 456-87-5353	1	Laborer, Common	O											$400.00	$24.80	$17.00	$5.80			$47.60	$352.40
			S	8.00	8.00	8.00			8.00	8.00	40.00	10.00									
Juan F Tovar 906 E Bell St., Pharr, TX 78577 649-13-8971	2	Laborer, Common	O											$400.00	$24.80	$10.00	$5.80			$40.60	$359.40
			S	8.00	8.00	8.00			8.00	8.00	40.00	10.00									
Victor Gamez 217 W Stubbs, Edinburg, TX 78539 645-14-9097	1	Laborer, Common	O											$440.00	$27.28	$21.00	$6.38			$54.66	$385.34
			S	8.00	8.00	8.00			8.00	8.00	40.00	11.00									
Jesus Moreno 5819 S 27 Lane, McAllen, TX 78503 565-29-9277	3	Laborer, Common	O											$600.00	$37.20	$22.00	$8.70			$67.90	$532.10
			S	8.00	8.00	8.00			8.00	8.00	40.00	15.00									
			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)

METRO ELECTRIC, INC.

Date 01/31/2014

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 Former Administration Building 1st & 2nd Floors (Building or Work) that during the payroll period commencing on the 23 day of January, 2014, and ending the 29 day of January, 2014, 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

To EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03005

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting 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.

Date 01/24/2014

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 Former Administration Building 1st & 2nd Floors (Building or Work); that during the payroll period commencing on the 16 day of January, 2014, and ending the 22 day of January, 2014, 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

To EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

2-03005

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting 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.

Date 01/17/2014

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 9 day of JAN, 2014, and ending the 15 day of JAN, 2014, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa MacDonald

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.

Date 01/10/2014

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 2 day of JAN, 2014, and ending the 8 day of JAN, 2014, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa MacDonald

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.

Date 01/03/2014

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 26 day of DEC, 2013, and ending the 1 day of JAN, 2014, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa MacDonald

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.

Date 12/27/13

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 19 day of DEC, 2013, and ending the 25 day of DEC, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa MacDonald

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.

Date 12/20/13

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 12 day of DEC, 2013, and ending the 18 day of DEC, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa MacDonald

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

PAGE 04 METRO ELECTRIC ACCTD 9566864559 12/16/2013 14:18

For the Period Ending: 12-11-13

Job: 2-03035 **Hidalgo County Renovations to former Administration Building 1st & 2nd Floors**
100 East Cano Street
Edinburg, TX 78339

			12-05	12-06	12-07	12-08	12-09	12-10	12-11	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-3781	Hispanic	Male																	
M - 1	Electrician	Reg					3.50			3.50	16.25			56.88	650.01	37.45		64.97	497.87
														56.88		49.72			

Totals for Hidalgo County Renovations to former Administration Building 1st & 2nd Floors

12-05-13 Thursday	12-06-13 Friday	12-07-13 Saturday	12-08-13 Sunday	12-09-13 Monday	12-10-13 Tuesday	12-11-13 Wednesdy	Total Hours	Gross This Job	Total Gross		Deductions	Net
.00	.00	.00	.00	3.50	.00	.00	3.50	56.88	650.01	FWH	37.45	497.87
										FICA	49.72	
										SWH	.00	
										SDI	.00	
										Other	64.97	

Date 12/13/2013

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 5 day of DEC, 2013, and ending the 11 day of DEC, 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
Lisa MacDonald Accounting Manager	Lisa L MacDonald

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.

Date 12/06/2013

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 28 day of NOV, 2013, and ending the 4 day of DEC, 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting 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.

Date 11/29/2013

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 21 day of NOV, 2013, and ending the 27 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

NO WAGES PAID FOR THIS PERIOD

NAME AND TITLE	SIGNATURE
Lisa MacDonald Accounting Manager	Lisa L. MacDonald

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

PAGE 08 METRO ELECTRIC ACCTD 9566864559 12/16/2013 14:18

For the Period Ending: 11-20-13

Job: 2-03035 Hidalgo County Renovations to former Administration Building 1st & 2nd Floors
100 East Cano Street
Edinburg, TX 78339

		11-14	11-15	11-16	11-17	11-18	11-19	11-20	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	4.50						12.50	16.25			203.13	662.20	39.28		64.94	507.33
M - 1	Electrician Reg												203.13		50.65			
Victor M De Leon		11-14	11-15	11-16	11-17	11-18	11-19	11-20	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						16.00	9.00			144.00	366.75	4.00		49.57	285.12
													144.00		28.06			
Mark A Hernandez		11-14	11-15	11-16	11-17	11-18	11-19	11-20	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						16.00	12.00			192.00	489.00	14.67		82.09	354.84
													192.00		37.40			
Vicente Quintanilla Jr		11-14	11-15	11-16	11-17	11-18	11-19	11-20	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	9.00			72.00	216.00	17.47			181.99
													72.00		16.54			

Totals for Hidalgo County Renovations to former Administration Building 1st & 2nd Floors

11-14-13 Thursday	11-15-13 Friday	11-16-13 Saturday	11-17-13 Sunday	11-18-13 Monday	11-19-13 Tuesday	11-20-13 Wednesdy	Total Hours	Gross This Job	Total Gross		Deductions	Net
24.00	28.50	.00	.00	.00	.00	.00	52.50	611.13	1,733.95	FWH	75.42	1,329.28
										FICA	132.65	
										SWH	.00	
										SDI	.00	
										Other	196.60	

Date 11/22/2013

I, Lisa MacDonald (Name of Signatory Party) Accounting 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 14 day of NOV, 2013, and ending the 20 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
Lisa MacDonald Accounting Manager	Lisa L MacDonald

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.

MION TERRAZZO AND 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

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. 8

FOR WEEK ENDING 12/05/2013

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 11/29	M 12/2	TUE 12/3	W 12/4	Thur 12/5			(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	$11.94	$0.00				$11.94	$144.06
			S		8.00	8.00					16.00	9.75								
Garcia, Andres #4469	0	Tile Setter-Helper (Laborer, Common)	O										$64.00	$4.90	$5.75				$10.65	$53.35
			S			8.00					8.00	8.00								
Garza, Javier #0615	3	Tile Setter-Helper (Laborer, Common)	O										$148.00	$11.33	$1.50	$41.19		$10.00	$64.02	$83.98
			S		8.00	8.00					16.00	9.25								
Villeda, Silvestre #7619	3	Tile Setter-Supervisor (Laborer, Common)	O										$98.00	$7.50	$0.25				$7.75	$90.25
			S		8.00						8.00	12.25								
Mion, Michael #6344	1	Tile Setter-Supervisor (Laborer, Common)	O										$407.08	$31.14	$58.80				$89.94	$317.14
			S		8.00	8.00					16.00	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 12/13/13

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

29th day of November, 2013, and ending the 5th day of December, 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.

R.L. ABATEMENT, 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

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑: R.L. Abatement, Inc.

ADDRESS: 100 E. Cano, Edinburg, Texas

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.: 3

FOR WEEK ENDING: 11/25/2013

PROJECT AND LOCATION: Hidalgo County Renovation To Former Administration Building 1st and 2nd Floors

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: T 12	W 13	T 14	F 15	S 16	S 17	M 18 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	Child Support		OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Rafael Jaramillo xxx-xx-6841	3	Foreman, Laborer, common	O										$320.00	$24.48	$0.00	$151.85			$176.33	$143.67
			S	4.00	8.00	8.00					20.00	16.00								
Miguel Juarez xxx-xx-6773	0	Laborer, Common	O										$46.00	$3.52	$0.00				$3.52	$42.48
			S	4.00							4.00	11.50								
Francisco Jaramillo xxx-xx6905	0	Laborer, Common	O										$260.00	$19.89	$10.00				$29.89	$230.11
			S	4.00	8.00	8.00					20.00	13.00								
Jesus Jaramillo xxx-xx-4156	0	Laborer, Common	O										$230.00	$17.60	$7.00				$24.60	$205.40
			S	4.00	8.00	8.00					20.00	11.50								
Rosendo Cervantes xxx-xx-6031	2	Laborer, Common	O										$50.00	$3.83	$0.00				$3.83	$46.17
			S	4.00							4.00	12.50								
			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 11-26-2013

I, Meli Palomares (Name of Signatory Party) Office Manger (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R.L. Abatement, Inc. (Contractor or Subcontractor) on the

Hidalgo County Renovation to Former Administ (Building or Work); that during the payroll period commencing on the

19th day of November, 2013, and ending the 25th 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

R.L. Abatement, 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 bene fits 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
Meli Palomares Office Manager	Meli Palomares

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 ☑
R.L. Abatement, Inc.

ADDRESS 100 E. Cano, Edinburg, Texas

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 2

FOR WEEK ENDING 11/18/2013

PROJECT AND LOCATION Hidalgo County Renovation To Former Administration Building 1st and 2nd Floors

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							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				T	W	T	F	S	S	M				FICA	WITH-HOLDING TAX	Child Support		OTHER	TOTAL DEDUCTIONS	
				12	13	14	15	16	17	18										
				HOURS WORKED EACH DAY																
Rafael Jaramillo xxx-xx-6841	3	Foreman, Laborer, common	O										$640.00	$48.96	$25.00	$151.85			$225.81	$414.19
			S	8.00	8.00	8.00	8.00			8.00	40.00	16.00								
Miguel Juarez xxx-xx-6773	0	Laborer, Common	O										$460.00	$35.19	$30.00	$92.31			$157.50	$302.50
			S	8.00	8.00	8.00	8.00			8.00	40.00	11.50								
Francisco Jaramillo xxx-xx6905	0	Laborer, Common	O										$520.00	$39.78	$36.00				$75.78	$444.22
			S	8.00	8.00	8.00	8.00			8.00	40.00	13.00								
Jesus Jaramillo xxx-xx-4156	0	Laborer, Common	O										$460.00	$35.19	$30.00				$65.19	$394.81
			S	8.00	8.00	8.00	8.00			8.00	40.00	11.50								
Rosendo Cervantes xxx-xx-6031	2	Laborer, Common	O										$100.00	$7.65	$0.00				$7.65	$92.35
			S							8.00	8.00	12.50								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

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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 11-19-2013

I, Meli Palomares (Name of Signatory Party) Office Manger (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R.L. Abatement, Inc. (Contractor or Subcontractor) on the

Hidalgo County Renovation to Former Administ (Building or Work); that during the payroll period commencing on the

12th day of November, 2013, and ending the 18th 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

R.L. Abatement, 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
Meli Palomares Office Manager	Meli Palomares

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 ☑
R.L. Abatement, Inc.

ADDRESS 100 E. Cano, Edinburg, Texas

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 1

FOR WEEK ENDING 11/11/2013

PROJECT AND LOCATION: Hidalgo County Renovation To Former Administration Building 1st and 2nd Floors

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 T 5	W 6	T 7	F 8	S 9	S 10	M 11 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
Rafael Jaramillo xxx-xx-6841	3	Foreman, Laborer, common	o										$256.00	$19.59	$0.00				$19.59	$236.41
			s				8.00			8.00	16.0(	16.00								
Miguel Juarez xxx-xx-6773	0	Laborer, Common	o										$184.00	$14.08	$2.00				$16.08	$167.92
			s				8.00			8.00	16.0(	11.50								
Francisco Jaramillo xxx-xx6905	0	Laborer, Common	o										$208.00	$15.92	$5.00				$20.92	$187.08
			s				8.00			8.00	16.0(	13.00								
Jesus Jaramillo xxx-xx-4156	0	Laborer, Common	o										$184.00	$14.08	$2.00				$16.08	$167.92
			s				8.00			8.00	16.0(	11.50								
Rosendo Cervantes xxx-xx-6031	2	Laborer, Common	o										$200.00	$15.30	$0.00				$15.30	$184.70
			s				8.00			8.00	16.0(	12.50								
			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 11-12-2013

I, Meli Palomares (Name of Signatory Party) Office Manger (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R.L. Abatement, Inc. (Contractor or Subcontractor) on the

Hidalgo County Renovation to Former Administ (Building or Work); that during the payroll period commencing on the

5th day of November, 2013, and ending the 11th 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

R.L. Abatement, 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
Meli Palomares Office Manager	Meli Palomares

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-43454 **Purchasing Department 8. D.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Change Order No. 2 for the amount ($5,790.00) credit to project resulting from keeping existing Automatic Transfer Switch in lieu of proposed, lubricating and cleaning existing ATS, relocating existing Generator annunciator panel, installation of new annunciator, clarification on number of days requested on Change Order 1 for it to be of a total of (19) calendar days instead thirteen (13), and addition of seven (7) days for the extension of fire rated raceway for a total number of calendar days for contract completion of 126 days for Contract No. C-13-258-10-15 with Herrera & Hunt, Inc. as reviewed/approved by the engineer of record, Halff Associates, Inc. for: Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment Project" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1228-421-00-280-083-0-431

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

BUDGETARY IMPACT:

PO# 700777

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-083-0-431

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

BUDGETARY IMPACT:

PO#700777

Attachments

CO2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/06/2014 03:14 PM
Budget & Management	Debbie Tamez	03/06/2014 03:51 PM
Glinda Pacheco	Glinda Pacheco	03/07/2014 09:47 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Moises Salazar Started On: 03/05/2014

Final Approval Date: 03/07/2014

CHANGE ORDER NUMBER TWO (2)

Project: Hidalgo County Sheriff Facility Modifications to Incorporate Motorola and 911 Equipment

DATE OF ISSUANCE: March 5, 2014 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: 2013-258-09-25-MSS

CONTRACTOR: Herrera & Hunt, Inc.
PO Box 49
Alamo, TX 78516

ENGINEER: Halff Associates
Mr. Tom Dearmin
5000 W Military Hwy., Ste. 100
McAllen, TX 78503

You ar directed to make the following changes in the Contract Documents.

Description:

1. Existing Automatic Transfer Switch (ATS) to remain in lieu of proposed new ATS. - credit of $7,800.00
2. Lubricating and cleaning of existing ATS by certified tehcnician - additional cost of $1,800.00
3. Relocate existing Generator Annunciator panel - additional cost of $1,450.00
4. Clarificaton of Change Order #1 to define additonal 13 days requested as work days.
5. Install and program new annunciator panel GW-RANZ-F in lieu of new facp - Credit of $1,240.00
6. Additional days for extension of fire rated raceway.

Reason for Change Order:

1. Halff Associates, Mr. Tom Dearmin's request
2. Halff Associates, Mr. Tom Dearmin's request
3. Halff Associates, Mr. Tom Dearmin's request
4. Clarification of Change Order #1 to include weekend days (6) which will result in a total of 19 calendar days.
5. Herrera & Hunt, Inc. per meeting held at site on Wednesday, March 5, 2014
6. Herrera & Hunt, Inc. per meeting held at site on Wednesday, March 5, 2014

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 259,498.00	Original Contract Time for 100 days Substantial Completion: 100 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 13 calendar days
Contract Price prior to this Change Order $ 259,498.00	Contract Time prior to this Change Order 113 days Substantial Completion: 113 calendar days or dates
Net Increase(decrease) of this Change Order $ ($5,790.00)	Net Increase(decrease) of this Change Order 13 calendar days
Contract Price with all approved Change Orders $ 253,708.00 — Net % increase(decrease)from original contract price. -2.20%	Contract Time with all approved Change Orders Substantial Completion: 126 calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 3/7/2014

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 3/7/14

Exhibit E-B

AI-43438 **Purchasing Department 8. E.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Cmdr. D. Munoz, HIDTA Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

HIDTA Task Force:
Requesting approval & authority to enter into a 24-month commercial alarm monitoring services and execute the required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the following department through the requisition mentioned below, effective upon approval:

Requisition	Location	Conditions Monitored	Monthly	Account Number
252786	3100 S. Closner (Main) Edinburg, TX	Burglar, Panic & Low Battery	$25.00	4-1252-412-00-270-012-0-413
252786	3100 S. Closner (Vault) Edinburg, TX	Burglar, Panic & Low Battery	$25.00	4-1252-412-00-270-012-0-413

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1252-412-00-270-012-0-413

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

BUDGETARY IMPACT:

Funds available through REQ# 252786, as of 3/7/2014.

Attachments

Requisition
Agreements
Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/06/2014 03:13 PM
Budget & Management	Debbie Tamez	03/06/2014 04:07 PM
Obdett Calzada	Obdett Calzada	03/07/2014 02:28 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Matilde Faz Started On: 03/04/2014 03:28 PM

Final Approval Date: 03/07/2014

Requisition

Req # 00252786

PO #

Date: 02/27/14

Consent #43438 3/18/14

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78501-8502
FAX (956)971-6395

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
52

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OM 24 MONTHS MONITORING SERVICE FOR THE HIDTA TASK FORCE OFFICE 2 PANELS X $25.00 EACH = $50.00 PER MONTHS X 12 MONTHS = $600.00 (MAIN OFFICE & VAULT)	50.00	600.00
		Account No	Encumbrance	
		4-1252-412-00-270-012-0-413	600.00	
			Freight	.00
			Total	600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER

SUBSCRIBER

Hidalgo County District Attorney HIDTA
NAME
P.O. Box 5719
ADDRESS STREET SUITE/APT. NO
McAllen, TX 78502
CITY STATE ZIP CODE
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 3100 S. Closner (Main) City Edinburg State TX Zip 78539
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 2 Year(s) Annual Fee $ 300.00 + tax
24 No. of payments equal payments of $ 25.00, each payable monthly on the 1st day of every month, beginning Jan 1st, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

X
SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title
Date
For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall **only** monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sloe discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnity Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

X _____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, b ut such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER

SUBSCRIBER

NAME: Hidalgo County District Attorney - HIDTA

ADDRESS: P.O. Box 5719 (STREET) SUITE/APT. NO

CITY: McAllen STATE: TX ZIP CODE: 78502

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 3100 S. Closner (Vault) City Edinburg State TX Zip 78539

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 2 ~~3~~ Year(s) Annual Fee $ 300.00 + tax

24 No. of payments equal payments of $ 25.00, each payable monthly on the 1st day of every month, beginning Jan 1st, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

X SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title

Date

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

Monitoring Information Entered By Date

Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

T S MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall **only** monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sloe discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

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SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.

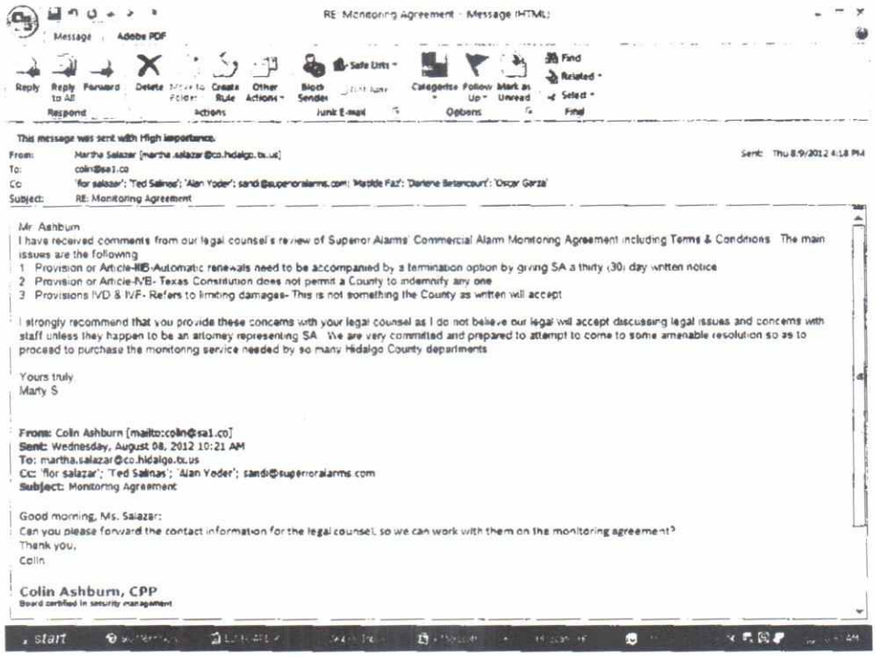
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President



RE: Monitoring Agreement - Message (HTML)

Message | Adobe PDF

Reply | Reply to All | Forward | Delete | Move to Folder | Create Rule | Other Actions | Block Sender | Safe Lists | Not Junk | Categorize | Follow Up | Mark as Unread | Find | Related | Select

Respond | Actions | Junk E-mail | Options | Find

This message was sent with High importance.

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us] Sent: Thu 8/9/2012 4:18 PM
To: colin@sa1.co
Cc: 'for salazar'; 'Ted Salinas'; 'Alan Yoder'; sandi@superioralarms.com; 'Matilde Faz'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: RE: Monitoring Agreement

Mr. Ashburn
I have received comments from our legal counsel's review of Superior Alarms' Commercial Alarm Monitoring Agreement including Terms & Conditions. The main issues are the following
1. Provision or Article-IIB-Automatic renewals need to be accompanied by a termination option by giving SA a thirty (30) day written notice
2. Provision or Article-IVB- Texas Constitution does not permit a County to indemnify any one
3. Provisions IVD & IVF- Refers to limiting damages- This is not something the County as written will accept

I strongly recommend that you provide these concerns with your legal counsel as I do not believe our legal will accept discussing legal issues and concerns with staff unless they happen to be an attorney representing SA. We are very committed and prepared to attempt to come to some amenable resolution so as to proceed to purchase the monitoring service needed by so many Hidalgo County departments

Yours truly
Marty S

From: Colin Ashburn [mailto:colin@sa1.co]
Sent: Wednesday, August 08, 2012 10:21 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'for salazar'; 'Ted Salinas'; 'Alan Yoder'; sandi@superioralarms.com
Subject: Monitoring Agreement

Good morning, Ms. Salazar:
Can you please forward the contact information for the legal counsel, so we can work with them on the monitoring agreement?
Thank you,
Colin

Colin Ashburn, CPP
Board certified in security management

start

AI-43433 **Purchasing Department 8. F.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Hon. P. Villarreal, Jr.-HC-TAC Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office:

Requesting authority to purchase the renewal service/maintenance through a purchase order with the company's response as to acceptance of a purchase order, and not an executed agreement, with Pitney Bowes through requisition #252328 for the auto mail opener serial #0027945 at $576.00/year- effective: 3/1/2014 - 3/28/2015-4-1100-415-15-140-001-0-432.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-432

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 252328 as of 3-07-14 $576.00 for PITNEY BOWES INC.

Attachments

Quote

Vendor's Letter PO Acceptance

Terms & Conditions

Legal's Approval

Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/06/2014 03:05 PM
Budget & Management	Debbie Tamez	03/06/2014 03:58 PM
Manuel Chapa	Manuel Chapa	03/07/2014 09:47 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Matilde Faz Started On: 03/04/2014 02:29 PM

Final Approval Date: 03/07/2014

Pitney Bowes
Engineering the flow of communication

SERVICE LEVEL AGREEMENT

Req# 2523328

Appropriate coverage MUST be Marked for processing

Tier	Marketing Code
☐ Standard SLA	CSPNP
☐ Standard SLA w/ Training	NHSP
☐ Standard SLA with Training and Guaranteed 4-Hour Response Time	GRSP

For Processing - Fax Back to:
(203) 617-6470

RECEIVED
MAR 4 2014
By

CUSTOMER ACCOUNT NUMBER
18023757869

Bill To	INSTALL AT IF DIFFERENT FROM BILL TO:
HIDALGO CO TAX OFFICE 2804 S BUSINESS HIGHWAY 281 EDINBURG TX 78539-6243	HIDALGO CO TAX OFFICE 2804 S BUSINESS HIGHWAY 281 EDINBURG TX 78539-6243

DISTRICT NAME

IN ARREARS ☐ YES ☐ NO

ITEM CODE	MACHINE SERIAL NO.	ORG. INSTALL DATE (mm/dd/yyyy)	WRTY DAYS	MKTG CODE Void if Blank	DESCRIPTION	ANNUAL RATE
1250	0027945	11/30/2011		CSPNP	AUTO MAIL OPENER	576.00
03/01/14	03/28/2015					

AMOUNT PAID	EFFDATE MO	EFFDATE YR	PRO-RATE MO	PRO-RATE YR	PURCHASE ORDER NUMBER	TOTAL ANNUAL CHARGE SUBJECT TO APPLICABLE TAXES	$ 576.00

TAX EXEMPT
CITY ☐ X COUNTY ☐ X STATE X

TAX	
TOTAL ANNUAL CHARGE	$ 576.00

PITNEY BOWES SERVICE TELEPHONE NO.
1-800-522-0020

SERVICE HOURS IN ADDITION TO THOSE AS STATED IN EXHIBIT A (if any):

ADDITIONAL CHARGES AND COMMENTS (if any):

SLA does not cover customer error, negligence, affliction, non PB compliant materials, after hours service, etc. Refer to attached Terms and Conditions.

IF YOU ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS AS STATED IN EXHIBIT A PLEASE SIGN HERE ▶

CUSTOMER	DATE	ACCEPTED AND AGREED TO: FOR PITNEY BOWES	DATE
			02/27/2014
PRINT NAME OF SIGNER		PRINT NAME OF SIGNER	
		Vada m. Campbell	
TITLE OF SIGNER		TITLE OF SIGNER	
		Government Billing	

02/06 SV60923 Rev. C

©PITNEY BOWES INC. 1982, 1984, 1989, 2006

Pitney Bowes

Government Billing Accounts Business Center

1313 N. Atlantic Suite 3000

Spokane, WA 99201

February 21,2014

Hildaldo Co Tax Office

2802 S. Business HWY 281

Edinburg,TX 78539-4582

Hildaldo Co Tax Office,

Pitney Bowes agrees to honor the Standard Purchase order Terms and conditions for the County of Hildalgo, Texas. This letter and the Terms and Conditions have been placed on file for reference .

Sincerely,

Vada Campbell ~Government Support Specialist

Pitney Bowes Government Accounts Business Center

O: 509.363.3694 ext 5105 Governmentcustomersupport@pb.com

1313 N Atlantic St Ste 3000 | Spokane, WA 99201-2303 USA

Pitney Bowes

PITNEY BOWES TERMS

GENERAL TERMS

These General Terms apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. DEFINITIONS

The following terms mean:

"*Agreement*" - the Order and any terms referred to in or attached to the Order.

"*Bank*"- The Pitney Bowes Bank, Inc.

"*Consumable Supplies*" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the operator guides.

"*Covered Equipment*" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order, excluding any Usage-based Equipment, Meter or standalone software.

"*Equipment*" - the equipment listed on the Order, excluding any Meter and standalone software.

"*Excluded Circumstances*" – your negligence, an accident, usage which exceeds our recommendations, use of equipment in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of equipment with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"*Initial Service Term*" - twelve (12) months, or, if you have a Lease, the Lease Term.

"*Initial Term*" – the period listed on the Order.

"*Lease*" – the Order and the Lease terms and conditions attached to the Order.

"*Lease Term*" – as defined in the Lease.

"*Lockbox Bank*" – any bank through which you transfer funds to the USPS.

"*Meter*" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"*Normal Working Hours*" - 8 a.m. – 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

"*Order*" - the executed order between the applicable Pitney Bowes company and you for the equipment covered by the order.

"*PBGFS*" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"*PBI*" - Pitney Bowes Inc.

"*PBI Equipment*" - PBI-branded equipment.

"*Pitney Bowes*" – PBI, PBGFS and their respective subsidiaries.

"*Reserve Account*" – the Postage By Phone® Reserve Account that you maintain at the Bank.

"*Service*" - the service option for the Covered Equipment selected by you on the Order.

"*SLA*" - the Service Level Agreement.

"*Third Party Equipment*" - equipment manufactured by a party other than us.

"*Usage-based Equipment*" - equipment for which charges are based on volume of use.

"USPS" – the United States Postal Service.

"*We*," "*our*," or "*us*" – the Pitney Bowes companies with whom you've entered into the Order.

"*You*," "*your*," or "*Client*" – the entity identified on the Order.

G2. WARRANTY

G2.1

(a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety (90) days from the date the Equipment or other item is installed at your location.

(b) PBI warrants that the Service will be performed in a professional and workmanlike manner.

(c) **As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Service, reperform the Service.**

(d) A "defect" does not include the failure of rates within a rate update to conform to published rates.

(e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance.

(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

(g) The warranty does not cover Consumable Supplies.

G2.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES.**

G2.3 PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

G3. LIMITATION OF LIABILITY

G3.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES.

G3.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

G3.3 NEITHER PBI (INCLUDING ITS SUPPLIERS) NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

G4. DEFAULT AND REMEDIES

G4.1 Default and Remedies. In the event that you do not make any payment within three days after the due date, you breach any other obligation under this Agreement or under any other agreement with PBI or PBGFS and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you shall be in default and we may:

(a) cancel this Agreement and any other agreements PBGFS or PBI has with you;

(b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;

(c) disable the Meter;

(d) require you to return the Equipment, Meter and software;

(e) if you do not return the Equipment, require you to make immediate payment of an amount equal to the value of the Equipment at such time, as determined by us;

(f) charge you a late charge for each month that your payment is late;

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(g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
(h) charge you a check return fee for payments made by you with insufficient funds; and
(i) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment or Meter, we are not waiving our right to collect the balance due.

G4.2 Enforcing Our Rights. You agree to pay all our costs, including attorneys' fees, in enforcing our rights under this Agreement.

G4.3 Suspension of Services. PBI may suspend any services during any period in which your account is more than thirty (30) days past due.

G5. TAXES

You agree to pay Pitney Bowes for all sales, use, property or similar taxes (other than taxes on or measured by net income) related to the Lease and/or rental agreement and related payments or services, the Equipment, Equipment location, Meter and Meter location. Pitney Bowes will determine the amount of such taxes to be charged to you based on its reasonable valuation of the Equipment or of the Meter, taking into consideration applicable tax rates and depreciation. You agree to pay a tax administrative charge to be determined by Pitney Bowes without reference to the tax charged or services performed; such fee and charge not to exceed in the aggregate $35 for each year for each Lease schedule or rental agreement.

G6. EMBEDDED SOFTWARE

Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that accompany such third party software.

G7. INTERNET ACCESS POINT

The internet connectivity for the Equipment or Meter may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G.8. MISCELLANEOUS

G8.1 Use of Equipment. You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

G8.2 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.

G8.3 Assignment. You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. Any assignment without our consent is void.

G8.4 No Right to Setoff. Payments are not subject to setoff or reduction.

G8.5 Legal Action. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

G8.6 Merger; Amendment; Severability. This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

G8.7 Survival. Our respective rights and obligations under Section G3 (Limitation of Liability), G4 (Default and Remedies) and G5 (Taxes) survive termination of this Agreement.

G8.8 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT

The following provisions describe SLA options that PBI offers on Covered Equipment. The option you select will be listed on the Order. A separate Software License and Maintenance Agreement will cover software maintenance and will be attached to the Order or presented at the time of installation if you are acquiring software. A separate maintenance agreement will cover maintenance on Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. SERVICE LEVEL OPTIONS

The following describes the two SLA options offered by PBI for the Covered Equipment.

S1.1 Standard SLA

(a) *General*. Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S3.2) (the "Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service.

(b) *Replacement Service*.
(i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
(ii) Unless PBI instructs you otherwise, within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
(iii) You are responsible for Covered Equipment until PBI receives it.

(c) *Repair Service*.
(i) If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
(ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
(iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
(iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

(d) *Additional Covered Items*. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance.

S1.2 Performance SLA

(a) *General*. Under this option, PBI will provide the following support:
(i) All coverage provided under Standard SLA.
(ii) Quarterly performance reports made available on MyAccount at www.pb.com.
(iii) One two hour application consultation for your mailing and shipping needs.

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(iv) Admission for one person to a PBI mail management seminar.

(b) *Response Time Commitment*.

(1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").

(2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.

(3) The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment.

(4) If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately.

(c) *Liquidated Damages for Failure to Meet Response Time Commitment*.

(1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three (3) months.

(2) You must use a credit request form to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment**.

S2. SLA FEES

S2.1 You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s).

S2.2 We may, after the Initial Service Term, increase SLA fees which will be reflected on your invoice.

S2.3 If the service technician provides service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S3. SERVICE TERM

S3.1 *Term*. PBI will provide you with Service for the Initial Service Term and any Renewal Service Terms.

S3.2 *RENEWAL SERVICE TERM(S)*. SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:

(a) YOU TERMINATE SERVICE UNDER SECTION S3.3; OR

(b) THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR

(c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

S3.3 *Ending Your Service*.

(a) If you do not wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty (60) days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable).

(b) PBI reserves the right not to renew your SLA for any reason.

S3.4 *Service Changes*.

(a) PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.

(b) After receiving a Service Change Notice, if the change is material, you may terminate Service as described in Section S3.3 above.

S4. EQUIPMENT/METER COVERAGE

You cannot elect to have Service apply to some but not all of the items of Equipment.

S5. ADDITIONAL SERVICE TERMS

These terms apply to all Service options:

(a) Limitations. Service does not include services and repairs that are made necessary due to any Excluded Circumstance.

(b) *Additional Exclusions*. Service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(c) *Replacement Equipment*.

(i) If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.

(ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.

(iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you rent a Meter or Equipment from Pitney Bowes.

R1. EQUIPMENT/METER RENTAL

R1.1 *Fees*.

(a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the Order.

(b) After the Initial Term, we may increase the rental fees upon 30 days' prior written notice.

(c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R1.2 *Postage*.

(a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the USPS through a Lockbox Bank. See the "USPS Acknowledgment of Deposit" below for more information.

(b) Until the end of the Initial Term, we may charge you a fee of up to $15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.

(c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.

R1.3 *Meter Repair or Replacement*.

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter.

R1.4 *Terms of Use; Federal Regulations*.

©2014 Pitney Bowes Inc. All rights reserved. Pitney Bowes, the Corporate Design, Connect+, Soft-Guard, Purchase Power and pbSmartPostage are trademarks of Pitney Bowes Inc. or a subsidiary.

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
(b) You agree to use only attachments or printing devices authorized by us.
(c) You must receive our written consent before moving the Equipment or Meter to a different location.
(d) Federal regulations require that we own the Meter.
(e) Tampering with or misusing the Meter is a violation of federal law.
(f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
(g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to $10,000 (18 U.S.C. 1001) and a civil penalty of up to $5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
(h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
(i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R1.5 *Rate Updates and Soft-Guard® Program*.
(a) Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program.
(b) Under the Soft-Guard program, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
(c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
(d) The Soft-Guard program does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.
(e) If you have received the maximum number of rate updates under the Soft-Guard program, you will be billed separately for any additional rate update we provide.

R1.6 *Collection of Information*.
(a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
(b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
(c) We may elect to share aggregate data about our clients' postage usage with third parties.

R1.7 *Meter Care and Risk of Loss*.
(a) You agree to take proper care of the Meter(s) as stated in this Agreement and any user documentation.
(b) You assume all risk of loss or damage to the Meter(s) while you have possession.

R2. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R2.1 *Fees*.
(a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
(b) The USPS is solely responsible for its services.
(c) We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

R2.2 *Ending the Value Based Services*. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified in writing.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account .

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

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PURCHASE POWER® TERMS AND CONDITIONS

The following provisions apply to the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within thirty (30) days of the date of this Agreement.

P1.1 *General*. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes.

P1.2 *Account Charges*. (a) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

P1.3 *Billing, Payments, and Collection*. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank may deliver any statement electronically to the email address that is then on file for you. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 *Deferred Payment Terms*. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2013, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of $1.00 in any billing cycle if the finance charge as calculated above is less than $1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

P1.5 *Account Cancellation and Suspension*. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 *Amendments; Electronic Delivery; Termination*. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 *Governing Law.* The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 *USA PATRIOT Act*. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

PBSMARTPOSTAGE TERMS AND CONDITIONS

If you have ordered pbSmartPostage™, your use of that product will be subject to the Terms of Use which are available at www.pbsmartpostage.com/terms and which are incorporated by reference.

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#210754

* reference Agenda Item #AI-30951

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, February 06, 2012 1:43 PM
To: 'Martha Salazar'
Cc: norma.olivarez@co.hidalgo.tx.us; 'Tanya.Delira'
Subject: RE:

Yes, I approved on Thursday, January 26, 2012.

This was the back in 2012

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 03, 2012 4:59 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: norma.olivarez@co.hidalgo.tx.us; 'Tanya.Delira'
Subject: FW:
Importance: High

Ms. Josephine:
Can you see if you'd already responded to this?
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 02, 2012 3:16 PM
To: 'norma.silva@co.hidalgo.tx.us'
Subject: FW:
Importance: High

Ms. Normita:
Do you know if Ms. Josephine has responded to this request? I know she's swamped. She may have already answered, but we cannot locate.

Requisition

Req # 00252328

PO #

Date: 02/20/14

Consent
43433
3/18/14

Bill To: x
x

Vendor : 344478
PITNEY BOWES INC.
P.O. BOX 371887
PITTSBURGH PA 15250-7887

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-66

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM EQUIPMENT MAINTENANCE RENEWAL FOR MAIL OPENER AUTOMATIC ELECTRIC SERIAL: 0000027945 PERIOD DATE: 3/1/2014 - 3/28/2015	576.00	576.00
		Account No	Encumbrance	
		4-1100-415-15-140-001-0-432	576.00	
			Freight	.00
			Total	576.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-43412 **Purchasing Department 8. G.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Raul Sesin, PE, Planning Dir. Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Planning Department:
Requesting authority to enter into an annual software support renewal agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor DLT Solutions, Inc. contract DIR-SDD-1697 for the following through requisition #252472 effective: 4/27/2014 – 4/26/2015 (4-1100-419-10-210-001-0-336).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-10-210-001-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 252472 as of 3-07-14 $4,246.68 for DLT SOLUTIONS, LLC.

Attachments

Quote
Web Price
Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/06/2014 02:59 PM
Budget & Management	Debbie Tamez	03/06/2014 03:48 PM
Manuel Chapa	Manuel Chapa	03/07/2014 10:23 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Matilde Faz Started On: 03/03/2014 01:45 PM

Final Approval Date: 03/07/2014

DLT SOLUTIONS

Price Quotation

Quote: 4344831
Reference: 959363
Date: 03/04/2014
Expires: 03/28/2014

To: Ms. Irma Celia Castillo
Hidalgo County (TX)
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchd.org

From: Grace Bergen
DLT Solutions, LLC
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 773-1192
Fax: (866) 708-6705
Email: grace.bergen@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0127NR1 Autodesk AutoCAD 2014 Subscription Renewal - 1 Year List: $495 Discount 5% DIR Price: $470.27 **PoP:** 4/27/2014 **through** 4/26/2015	TX-GAQ	3	$470.27	$1,410.81
2	9701-0445NR1 Autodesk AutoCAD Civil 3D 2014 Subscription Renewal - 1 Year List: $995 Discount 5% DIR Price: $945.29 **PoP:** 4/27/2014 **through** 4/26/2015	TX-GAQ	3	$945.29	$2,835.87

Quoted on behalf of Expert Computing Solutions

Total: $4,246.68

Mandatory reactivation fees will apply if not renewed by the expiration date of Subscription contract

TEXAS DIR Contract Data:
DUNS #: 78-6468199
Contract #: DIR-SDD-1697
Contract Term: 11/10/11 - 11/10/14
1 Option Year Remaining (11/10/14-11/10/15)
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days
Effective Jan 1 2014: Sales Fee .75%

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, LLC
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

DLT SOLUTIONS

Price Quotation

Quote: 4344831
Reference: 959363
Date: 03/04/2014
Expires: 03/28/2014

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



< Return to search results < Return to Main Search

DLT Solutions, LLC

URL Vendor Website
Vendor ID 1541599882000
HUB Type Non HUB

DIR Contract Number DIR-SDD-1697
Contract Term End Date 11/10/2014
Contract Exp Date 11/10/2015

DLT Solutions, LLC
Contact Pete Rivers
Phone (703) 773-9215
Fax (866) 419-7926

DIR
Contact Airy Luangaphay
Phone (512) 463-3018
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the DLT Solutions, LLC website or contact Pete Rivers at (703) 773-9215.
2. Generate a purchase order, made payable to DLT Solutions, LLC. You must reference the DIR Contract Number **DIR-SDD-1697** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1697

Standard Terms and Conditions PDF - 422 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 340 KB | Updated 11/18/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 89 KB | Updated 12/09/2013
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Autodesk
Google
Quest Software
Services

Available Products & Services

Enterprise Resource Planning (ERP) Software

Additional Contract Information

Amendment 1 (85 KB)
Amendment 2 (172 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

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APPENDIX C - PRICING INDEX TO DIR-SDD-1697 DLT Solutions, LLC Manufacturer/Product Line/Product Category	Customer Discount % off MSRP
ERP Modules	
Quest (Dell) VWORKSPACE License and Support	11.00%
Quest (Dell) License and Support (excluding VWORKSPACE)	36.00%
Quest (Dell) Groupwise Migrator	28.00%
Google Earth and Maps	3.40%
Google Search Appliance	4.20%
Google Site Search	5.20%
Google Postini	31.80%
Google Apps	9.20%
Autodesk Licenses	19.50%
Autodesk 1 year Subscription	4.50%
Autodesk Construction and Project Management	4.50%
Autodesk 2 Year Subscription	9.30%
Autodesk 3 Year Subscription	14.00%
Services - Product Training	
Quest (Dell) Education & Training	8.90%
Quest (Dell) Technical Services	13.30%
Autodesk Technical Services	13.30%

From: "Grace Bergen" <grace.bergen@dlt.com>
To: "Irma Castillo" <irma.castillo@hchd.org>
Subject: RE: Quote for 6 AutoCAD Licenses
Date: 2/24/2014 9:30:31 AM

Good morning Ms. Castillo,

Yes, the quote is still good for $4,246.68 – this will be valid pricing until March 28th.

Thank you!

Grace

From: Irma Castillo [mailto:irma.castillo@hchd.org]
Sent: Monday, February 24, 2014 10:29 AM
To: Grace Bergen
Subject: Re: Quote for 6 AutoCAD Licenses

Ms. Bergen, I was just given the money for the renewal of the 6 AutoCAD Licenses. Is it okay that I may use Quote 4343334 to begine processing for a P.O.?

Irma Celia Castillo, Admn. Ass't III
Hidalgo County Planning Dept.
1304 S. 25th St.
Edinburg, Texas 78542
(956)318-2840 office phone
(956)318-2844 fax
irma.castillo@hchd.org

---- Original Message ----
From: "Grace Bergen" <grace.bergen@dlt.com>
Sent: 12/23/2013 7:56:21 AM
To: "Irma Castillo" <irma.castillo@hchd.org>
Subject: RE: Quote for 6 AutoCAD Licenses

I do apologize for the oversight; I have attached the DIR quote here. Autodesk has let us know they will be increasing prices between February – April next year (my best guess would be March), so we do recommend renewing as early as possible as this quote is only budgetary.
Thank you,
Grace Bergen
Direct 703-773-1192

From: Irma Castillo [mailto:irma.castillo@hchd.org]
Sent: Friday, December 20, 2013 4:25 PM
To: Grace Bergen
Subject: Re: Quote for 6 AutoCAD Licenses

liza.lopez

From: Grace Bergen [grace.bergen@dit.com]
Sent: Thursday. February 28. 2013 8:00 AM
To: liza.lopez
Cc: Irma Castillo; Matilde Faz
Subject: RE: quote for the 6 licenses
Attachments: Terms and Conditions.pdf

Good morning Liza,

We only have terms and conditions for the software itself, which I've attached. The purchase is from the TX DIR contract and the terms and conditions from the DIR contract apply.

As long as your purchase order does not have an authorized signature field, there will be no signature required. The terms and conditions on the reverse of the PO can be agreed to but I would have to have contracts review them before making the final statement.

Thank you,

Grace Bergen
Direct 703-773-1192

From: liza.lopez [mailto:liza.lopez@co.hidalgo.tx.us]
Sent: Wednesday, February 27, 2013 5:49 PM
To: Grace Bergen
Cc: 'Irma Castillo'; 'liza.lopez'; 'Matilde Faz'
Subject: FW: quote for the 6 licenses

Needing term and conditions for this price quotation and/or email stating no signatures required and vendor will abide to County term and condition on reverse side of PO.

Pending reply. To be able to proceed.
Thank you Liza 318-2626 ext 4866

From: Irma Castillo [mailto:irma.castillo@hchd.org]
Sent: Wednesday, February 27, 2013 10:36 AM

Requisition

Req # 00252472

PO #

Date: 02/24/14

Consent # 4344831 3/18/14

Bill To: x
x

Vendor : 272671
DLT SOLUTIONS, LLC
DLT SOLUTIONS
P.O. BOX 102549-2549
ATLANTA GA 30368
FAX (703)709-8450

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: **Irma Castillo**
956-318-2840

Contract No: **DIR-SDD-1697**

Special Instructions:
Req. 23

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1697; Quote 4344831; Renewal for 3 AutoCAD 2014 Licenses and 3 AutoCAD Civil 3D 2014 Licenses with Technical Support; Subscriptions for a 1(one)License Renewal starting from 04/27/14 to 04/26/15. DO NOT DUPLICATE ORDER		
3.00	EACH	CO Item Part #9701-0127NR1-Autodesk AutoCAD 2014 Subscriptions Renewal 1 year from 04/27/14 to 04/27/15. Subscription renewal with technical support (Raul Sesin, Jose Tovar & Jorge Garcia)	470.27	1,410.81
3.00	EACH	CO Item Part #9701-0445NR1-Three Autodesk AutoCAD Civil 3D 2014 with Technical Support; 2014 Subscriptions Renewal for one year; Three Civil 3D's at Drainage Project Offices	945.29	2,835.87
		Account No	Encumbrance	
		4-1100-419-10-210-001-0-336	4,246.68	
			Freight	.00
			Total	4,246.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-43409 **Purchasing Department 8. H.**

CC CONSENT

Meeting Date: 03/11/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment for Invoice # M181710 in the amount of $1,535.00 as submitted by Halff in connection to C-13-098-04-16 (PO# 691376) for the San Manuel Linn Beautification Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

PO# 691376

Funds available as of 03/07/14.

Attachments

Inv # M181710

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/06/2014 02:04 PM
Glinda Pacheco	Glinda Pacheco	03/07/2014 09:19 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Veronica Lopez Started On: 03/03/2014 11:20 AM

Final Approval Date: 03/07/2014

INVOICE

HALFF

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

RECEIVED
FEB 28 2014
BY:

Hidalgo County Commissioner's Court
1051 North Doolittle Road
Edinburg, TX. 78542

Attention: Mr. Jesse Ozuna

Invoice Date: 02/26/2014
Invoice #: M181710
Project: 29426
Invoice Group: **
Client Code: HIDAL5

Project Name: Hidalgo Co\Prct#4 San Manuel Linn

For Professional Services Rendered through: 2/16/2014

Re: Electrical Engineering Services
San Manuel Linn Rest Stop
San Manuel, TX

Contact #C-13-098-04-16
PO#: 691376

** Please contact Maribel Martinez at (956-664-0286) with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
DE01 -- Electrical Engineering	2,935.00	1,800.00	100.00	1,135.00	2,935.00
-- Electrical Design (Sub Consultant- Prodigy)	4,000.00	3,600.00	100.00	400.00	4,000.00
Totals:	**6,935.00**	**5,400.00**	**100.00**	**1,535.00**	**6,935.00**

Total Fee Earned To Date	6,935.00
Less Previous Billings	5,400.00
Amount Due this Invoice	**1,535.00**

TERMS: DUE UPON RECEIPT

(214) 346-6200 (214) 739-0108 Fax

ORIGINAL

HALFF

5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

PUNCH LIST

Project: US 281 & SH 186 (Linn-San Manuel) Beautification Project

Owner: Hidalgo County, Pct. 4 **Date** February 21, 2014

From: Hugo H. Avila, P.E.
Halff Associates **AVO:** 29426

Weather			Site Conditions		Day	
☒ Clear	☐ Snow	☒ Warm	☒ Clear	☐ Dusty	☐ Monday	☒ Thursday
☐ Overcast	☐ Foggy	☐ Hot	☐ Muddy	☐	☐ Tuesday	☐ Friday
☐ Rain	☐ Cold	☐	☐ Temperature		☐ Wednesday	☐

PERSONS CONTACTED:

WORK OBSERVED:

1. This punch list is based on plans dated 4-17-13.
2. LED lights were installed on locations as indicated on plans. Figure 1 through 4
3. Contractor needs to pour concrete pad around panel/meter rack as indicated on plans. Figure 5
4. Underground conduit installed per plans.

Pictures:



Figure 1



Figure 2

HALFF

5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282



Figure 3



Figure 4



Figure 5

SIGNED: Hugo H. Avila, P.E.

AI-43359 **Purchasing Department 8. I.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval No. 17-$5,569.12 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131-08-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO# 609342

Attachments

Payment No. 17

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/05/2014 04:20 PM
Budget & Management	Debbie Tamez	03/06/2014 09:23 AM
Glinda Pacheco	Glinda Pacheco	03/07/2014 09:53 AM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Rocio Villarreal Started On: 02/26/2014 04:59 PM

Final Approval Date: 03/07/2014

ARCHITECTS PROFESSIONAL SERVICES

REQUEST FOR PAYMENT NO. 17

TO OWNER: County of Hidalgo, Texas
c/o Hon. Ramon Garcia, County Judge
PROJECT NAME: Remodel of Existing Old Administration Building (1st & 2nd Floors)
CONTRACT NO.: C-08-131-08-07
P.O. NO.: 609342
FROM: Alcocer Garcia Associates, Inc. (EIN: 26-4262500)
ADDRESS: 1333 E. Jasmine, McAllen, TX 78501

Estimated Basic Services A/E Fee Amt. = 7.5% x $ 3,375,220.00 estimated construction cost = $ 253,141.50

SCOPE OF SERVICES	ESTIMATED AMOUNTS	% COMPLETED TO-DATE	TOTAL COMPLETED	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	$25,314.15	100%	$25,314.15	$25,314.15	$0.00
Design Development Phase 10 %	$25,314.15	100%	$25,314.15	$25,314.15	$0.00
Construction Documents Phase 50%	$126,570.75	100%	$126,570.75	$126,570.75	$0.00
Bidding Phase 5%	$12,657.07	100%	$12,657.07	$12,657.07	$0.00
Construction Phase 25%	$63,285.38	15.8%	$9,999.09	$4,429.97	$5,569.12
TOTAL	$253,141.50		$199,855.21	$194,286.09	$5,569.12 Total Due

I certify that the above is true and correct to the best of my knowledge.

George A. Garcia, V.P. — February 18, 2014 (Date)

Owner — Date

Attest — Date

AI-43277 **Purchasing Department 8. J.**

CC CONSENT

Meeting Date: 03/11/2014

Submitted For: Hon. A. Guajardo, HC-Clerk Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the County Clerk's Department request for the continuation of the renewal agreement for 10 licenses-fees, fines & court costs collections with I-Plow.com, LLC (CC approved 8/22/2011-Consent AI-28109-attached) through requisition #250854 for PO of $9,800.00 ($980.00/each X10 + 3 additional licenses at $300.00/each) for a total of $10,700.00 including the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment in place and thus avoid any work stoppage.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-40-180-001-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 250854 as of 3-7-14 $10,700 for I-PLOW.COM, LLC.

Attachments

Requisition

2011 Agenda item

Agreement

Legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2014 08:23 AM
Budget & Management	Debbie Tamez	03/07/2014 10:24 AM
Manuel Chapa	Manuel Chapa	03/07/2014 02:53 PM
Auditor's Office	Monica Badillo	03/07/2014 05:20 PM

Form Started By: Matilde Faz Started On: 02/20/2014 03:14 PM

Final Approval Date: 03/07/2014

Requisition

Req # 00250854

PO #

Date: 01/27/14

Quant #43277 3/18/14

Bill To: x
x

Vendor : 392995
I-PLOW.COM, LLC
8000 IH-10 WEST, SUITE 600
SAN ANTONIO TX 78230
FAX (210)524-7795

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

Contact: COCLERK
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM TO PAY FOR ANNUAL IPLOW SERVICES 10 LICENSES FOR $9,800 AND 3 ADDITIONAL LICENSES AT $300 EACH FOR A TOTAL OF $10,700 PER YEAR.	10,700.00	10,700.00
		ONGOING CONTRACT UNTIL CANCELLED BY EITHER PARTY		
		Account No	Encumbrance	
		4-1100-415-40-180-001-0-336	10,700.00	
			Freight	.00
			Total	10,700.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-28109 **11. A.**
CC CONSENT
Meeting Date: 08/22/2011
Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
County Clerk's Office:
Requesting authority to enter into an agreement for fees, fines and court costs collections (which will replace the current software RevQ with I-Plow.com through requisition #201033 (solicited through three written quotes) in the amount of $10,700.00/yr commencing upon Commissioners Court approval and to continue unless terminated by either party. (1-1100-415-40-180-001-0-336).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 08/18/2011, refer to req #201033.

Attachments

Expenditure-Report
revised iplow

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2011 05:02 PM
Budget & Management	Merlen P. Munoz	08/18/2011 08:01 AM
Sylvia Solis	Sylvia Solis	08/18/2011 01:10 PM
Auditor's Office	Angela Garcia	08/19/2011 08:13 AM

Form Started By: Tanya Delira Started On: 08/17/2011 11:54 AM
Final Approval Date: 08/19/2011

A. AI-28088 COMM. PCT. 2 & 3

Authorization to deactivate wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

approved

Department:	Description:	Username:	Employee #:	Cell Phone #:
Comm. Pct. 2	Cell Phone	Edward Jimenez	072486	956-827-9987
Comm. Pct. 3	Cell Phone	Domingo Villarreal	019135	956-279-4010

11.

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-28109 County Clerk's Office:

approved

Requesting authority to enter into an agreement for fees, fines and court costs collections (which will replace the current software RevQ with I-Plow.com through requisition #201033 (solicited through three written quotes) in the amount of $10,700.00/yr commencing upon Commissioners Court approval and to continue unless terminated by either party. (1-1100-415-40-180-001-0-336).

B. AI-28097 Acceptance and approval of payment of Invoice No. 08.09BCTD in the amount of $4,962.23 (3rd Call, Mesquite Acres Subdivision) as submitted by project engineer, DOS Logistics, Inc.

C. AI-28082 Requesting acceptance and approval of:

approved

1. Application for Payment No. 4 (Final) in the amount of $337.50;
2. Application for Payment No. 5 (Retainage Release) in the amount of $23,819.13;
3. "Certificate of Construction Completion" reflecting the date of July 11, 2011;

from Asago Construction for La Mesa Subdivision as reviewed and submitted by project engineer TEDSI Infrastructure Group Inc., (C-CAP-10-357-12-13.)

D. AI-28077 Requesting approval of payment for Invoice No. 6 in the amount of $9,504.28 (3rd Call, various projects) as submitted by project engineer SAM Engineering & Surveying, Inc.

E. AI-28076 Requesting approval of payment for Invoice No. 2011652 in the amount of $525.25 (3rd Call, various projects) as submitted by project engineer TEDSI Infrastructure Group.

F. AI-28002 Requesting acceptance and approval of:

approved

1. Application for Payment No. 2 (Final) in the amount of $8,677.03;
2. Application for Payment No. 3 (Retainage Release) in the amount of $4,567.15;
3. "Certificate of Construction Completion" reflecting the date of February 11, 2011;

submitted by I. O. C. Company, LLC., contractor for Los Castillos Subdivision as reviewed and submitted by project engineer, Izaguirre Engineering Group, LLC. through-C-CAP-09-209-10-27.

G. AI-28047 Requesting approval to remove assets listed on exhibit "A" (attached here to) from the Hidalgo County Purchasing Department inventory list.

H. AI-27949 Request authorization to remove the following assets from Juvenile Probation Department Division #310 and Division #3308 as items cannot be located and possess no value as detailed in attached schedule Exhibit "A".

	DESCRIPTION	ACQ. DATE	SERIAL NUMBER/V.I.N.
1.	Dell Latitude D620 Laptop	10/15/2007	90H6DD1
2.	1994 Parker Light Pipe Trailer	03/31/1995	13ZLP1623R1005511/LIC.PLATES #973-294

CC approved on August 22, 2011

i-Plow.com

Reap What You Sow.

AGREEMENT FOR FEES, FINES AND COURT COSTS COLLECTIONS (Revision 8/19/2011b)

This Agreement is executed by and between Hidalgo County, a political subdivision of the State of Texas (the "County") and I-Plow, a company, principle place of business being 8000 IH 10 West, Ste. 600, San Antonio, Texas 78230, organized and existing under the laws of the State of Texas ("Company").

RECITALS:

A. Company is in the business of providing a comprehensive "Fees, Fines and Court Costs" collections solution that includes but is not limited to: business process assessment and consulting, multi-user software development and report generation, legacy system data conversion, configuration, installation, user training and support to governmental entities for the collection of fees, fines and court costs due to the County.

B. County desires to engage Company for the purpose of significantly increasing County revenues in the collection of fees, fines and court costs.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligation, benefits, and agreements herein contained, the County and Company do hereby agree as follows:

1. Term

(a) This Agreement shall commence effective August 22nd, 2011 and shall continue unless terminated by either party pursuant to section 1(b).

(b) The County or Company may terminate this Agreement at any time, with or without cause, on ninety (90) days prior written notice of termination. Upon the termination of this Agreement, Company shall provide County data in a tab delimited format to facilitate system conversion or process abandonment. Upon the system conversion, County will abandon and destroy all Company assets.

(c) This Agreement shall renew on a year-to-year basis. This Agreement shall not be extended if Company is in default of any term or provision of this Agreement.

2. Compensation: The services provided by Company to County shall be for the total sum of Nine Thousand Eight Hundred Dollars ($9,800) per year. County shall pay Company for its services within thirty (30) days of the effective date of this Agreement. Company further offers County its services for a sum not greater than Nine Thousand Eight Hundred Dollars ($9,800) on an annual basis for each additional term.

3. Duties of Company: Throughout the term Company shall provide the County with:

a. Company shall provide to County a client-server software configuration to support ten (10) concurrent users. Additional licenses may be purchased at a cost of $300 each.

b. Company is responsible for assessing and consulting with County in reference to the fees, fines and court costs collections process subject matter experts to identify minimum County requirements.

c. Company is responsible for the collections process being fully operational per County minimum requirements within thirty (30) days of the effective date of this Agreement.

d. Company is responsible for fees, fines and court costs collection software configuration and installation.

e. Company is responsible for training all Clerk staff exposed to the fees, fines and court costs collections software. Individual and/or group training is accomplished via telephone, teleconference and remote desktop shadowing as required. Due to the nature of Microsoft Remote Desktop Connection, i-Plow training and support staff is able to "join" any County user real-time and remotely view the same screens and share keyboard access.

f. Company is responsible for supporting all technical issues associated with the fees, fines and court costs collections software other than connectivity and desk-top issues.

g. Company shall work in good faith, with County and/or designated representatives, to resolve fees, fines and court costs collections software performance issues within a 24-hour time frame.

h. Company acknowledges that all data is County property and shall take all reasonable precautions to safeguard this asset. Company will treat all data received as confidential and will release data to a third party only as instructed in writing by County.

4. Duties of County: Throughout the term, the County shall:

a. Provide a stable computer/technical environment that adequately supports the current and projected fees, fines and court costs collections caseload.

b. Provide reasonable pre/post implementation access, at no Company expense, to any and all fees, fines and court costs collections process internal and external resources including equipment, points of contact and subject matter experts.

c. Provide fees, fines and court costs collections data in a machine-readable format for Company-hosted database.

d. Maintain current Windows based operating systems on County computers, which will access the Company-hosted database. Note that Company's fees, fines and court costs collections software will behave on Microsoft Windows2000 or later. Older versions are functional, but require additional Microsoft Licensing.

e. Define a unique fees, fines and court costs collections software logon ID and password for each user authorized by County to access the fees, fines and court costs collection database. County shall identify the role (guest, cashier, collector, supervisor, etc.) for each logon ID to assign fees, fines and court costs collections software access privileges.

f. Acknowledge the process risk associated with Company's offer which includes a computer software rapid application development (RAD) component.

g. Acknowledge that County remains the custodian of record for all collections-related information. Data transmitted to Company will not include social security numbers or other personal data subject to the provisions of the Privacy Act.

h. Acknowledge that the provision of Company's fees, fines and court costs collections solution is exclusively for County benefit and utilization.

i. Acknowledge that County may be dependent on internal and/or external technical resources. Company also acknowledges that it does not have any authority to incur any expense on behalf of County for any cause whatsoever and vice versa.

5. Technical Environment: Company's client-server configuration consists of thin-client personal computer access to a Microsoft JET (Access) database residing on a Company owned terminal server. County PCs access the terminal server via Windows Remote Desktop Connection. This connection is dependant upon Internet access being available at each PC and access to a local printer.

6. Indemnification: COMPANY COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, THE COURTS, JUDICIAL OFFICERS, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY ANDALL CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH COMPANY'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF COMPANY IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT.

7. Governing Law and Forum: This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in Hidalgo County, Texas. For purposes of this Agreement, venue shall be in Hidalgo County, Texas.

8. Amendments: This Agreement may be amended only in writing, with such written instrument being approved and executed by Company and County.

9. Notices: Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

To County:

Name:	Honorable Arturo Guajardo Jr.
Title:	Hidalgo County Clerk
Address:	Hidalgo County Clerk's Office 100 N. Closner Edinburg, Texas 78539
Telephone:	(956) 318-2100
Facsimile:	(956) 318-2105

To Company:

Name:	Mark Odom
Title:	Partner
Address:	8000 IH-10 West, Suite 600 San Antonio, Texas 78230
Telephone:	(210) 524-7779
Facsimile:	(210) 524-7795

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the County and Company.

10. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion of provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to in good faith attempt to reform this Agreement to replace any stricken provision with a valid provision.

11. Extent of Agreement: This Agreement represents the entire Agreement between County and Company and supersedes all prior negotiations, representations or agreements, whether written or oral.

12. Survival: The provisions of this Agreement which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

13. Representations: Company represents that it and its employees, agents, representatives and subcontractors are fully competent and qualified to perform all services required to be performed under this Agreement. Company further represents

that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

14. Assignment of Rights and Delegation of Duties: Due to the unique nature of the program, the parties agree that Company may not assign its rights or delegate it duties hereunder to any third party without the prior written consent and approval of the County, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by Company shall not be considered an assignment of rights or delegation of duties.

15. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Company. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. Nothing contained in this Agreement shall give rise to or allow any claim or right of action whatsoever by any person or entity, other than the County or Company, and any such person or entity receiving any benefit from this Agreement shall be deemed an incidental beneficiary only.

16. Approval, Authority and Certification: The parties represent that they have the legal power and have taken the requisite action to enter into this Agreement. The parties executing this Agreement certify by their signatures that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions of this Agreement and all related instruments and that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

17. Headings: Headings and titles of sections of this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement for any other purpose and will not affect in any way the meaning or interpretation of this Agreement.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligation 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).

EXECUTED this the 22 day of August, 2011

Hidalgo County, TEXAS

By: _____

Honorable Judge
Ramon Garcia

Approved by Commissioners' Court
on 8-22-11 RG

Date: 8/22/2011

I-PLOW

By: _____

Date: 8/19/11

I-Plow.com

Hidalgo County Clerk's Office

Fees, Fines and Court Costs Agreement
Approved in CC on August 22, 2011

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539



Arturo Guajardo Jr., County Clerk

08/22/2011

Zimbra **matilde.faz@co.hidalgo.tx.us**

RE: I-Plow.com, LLC

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Feb 19, 2014 09:15 AM

Subject : RE: I-Plow.com, LLC

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : michael garza <michael.garza@da.co.hidalgo.tx.us>, 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

I know we discussed the protocol issue, but no sure we ever discussed approval on the attached contract. Nevertheless, I have reviewed the attached iplow agreement and approve as to the form of the agreement.

Thanks,

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 10, 2014 11:35 AM
To: josephine ramirez
Cc: Matilde Faz; Darlene H. Betancourt
Subject: Fwd: I-Plow.com, LLC

Ms. Josephine:
First of all, I'd like to establish some type of protocol with you. When requesting DA's Office assistance with procurement issues, would it be best to address them to you and in turn they will be assigned to the attorney you decide is best available?

As for this request. Back in 2011, the item attached was approved by CC (based on as caption states on quotes) and thereafter to be continued until either party terminates. However, at that time, HC did not as a matter of procedure have our consent item (small agreements) reviewed as to from by legal counsel. Although I am requesting that such agreement be not review and commented upon as to form, we find that the County Clerk did not provide the other two (required quotes as is noted in our HC Purchasing Policies & Procedures). PO have been issued, honored and paid for 2011 and 2012. Can we proceed to just get the agreement reviewed and since CC accepted and awarded original of 2011 do we need to acquire the quotes now? Let us know what you think?
Marty

From: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, February 10, 2014 10:39:20 AM
Subject: I-Plow.com, LLC

Ms. Marty
Please see attached!
Commodity Code (92007 applications, software for microcomputers), as of 2/6/2014 $0.00.
Thanks!

Respectfully,

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
(956) 318-2626 ext. 4854
(956) 318-2629
*****matilde.faz@co.hidalgo.tx.us***
"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"
Always remember to forget the troubles that pass your way; but never forget the blessings that come each day.
